



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

CITY COUNCIL

Committee Meetings Regular Council Meeting

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

April Beggerow
614-322-6836

Monday, April 22, 2019

Council Chambers

PUBLIC SAFETY, LAW AND COURTS COMMITTEE MEETING

1. CALL TO ORDER - ROLL CALL

2. APPROVAL OF AGENDA

3. APPROVAL OF MINUTES

- a. Public Safety, Law and Courts Committee – Committee Meeting – April 8, 2019

4. NEW LEGISLATION/DISCUSSION ITEMS

- a. Liquor Permit Request #8019034, Shah Karim Inc., dba Nishis Market, 6505 E. Livingston Ave.
- b. ORDINANCE AUTHORIZING MAYOR TO PURCHASE A 2019 BENNCHE COWBOY 400S (POWERSPORTS) FOR REYNOLDSBURG POLICE DEPARTMENT AND MAINTENANCE DEPARTMENT; AND DECLARING AN EMERGENCY.

5. LEGISLATION FOR EMERGENCY ADOPTION

- a. ORDINANCE AUTHORIZING MAYOR TO SIGN A MEMORANDUM OF UNDERSTANDING WITH THE REYNOLDSBURG CITY SCHOOL DISTRICT REGARDING THE SCHOOL RESOURCE OFFICER AGREEMENT; AND DECLARING AN EMERGENCY. (First Reading 4/8/2019).

6. LEGISLATION FOR THIRD READING

- a. ORDINANCE AUTHORIZING MAYOR TO PURCHASE A 2019 FORD TRANSIT T-250 AND RELATED EQUIPMENT FOR THE REYNOLDSBURG POLICE DEPARTMENT. (Second Reading 4/8/2019).

MINUTES COMMITTEE MEETING
 REYNOLDSBURG PUBLIC SAFETY, LAW AND COURTS COMMITTEE
 April 8, 2019

Chairman Mel Clemens called the meeting to order at 7:43 PM

Call to Order - Roll Call

PRESENT: Clemens, Baker, Bryant, Skinner

ABSENT:

Approval of Agenda

Agenda stands approved.

Approval of Minutes

- a. Public Safety, Law and Courts Committee – Committee Meeting – March 25, 2019

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

NEW LEGISLATION/DISCUSSION ITEMS

LIQUOR PERMIT REQUEST #6945132; 6850 E. MAIN STREET, PITA PLAZA LLC

Chief Plesich: Good evening members of Council. This is for a liquor permit for the Pita Plaza at 6850 East Main. Doing business as Gyro City Grill, based on interviews, records checks, location investigations and conferring with the investigative section of the Ohio Department Liquor Control, we find no reason based on the ORC to deny the request. We recommend that we do not appeal the transfer of the liquor license.

Mr. Clemens: Thank you Chief, are there any questions.

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

Chief Plesich: Good evening members of Council. This is a MOU that's required by the Ohio Revised code for school resource officers. Which we have implemented every year and this is just an update of the MOU. It continues our SRO program at the Livingston campus and the Summit campus.

Mr. Clemens: There is no changes that you want to bring forward?

Chief Plesich: No major changes.

Mr. Luzader: I am assuming that the school is still going to continue to pay roughly 70% of the officers salary?

Minutes Acceptance: Minutes of Apr 8, 2019 7:31 PM (Approval of Minutes)

MINUTES COMMITTEE MEETING
 REYNOLDSBURG PUBLIC SAFETY, LAW AND COURTS COMMITTEE
 April 8, 2019

Chief Plesich: The MOU requires 69%, yes.

Mr. Luzader: Thank you.

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 4/8/2019 7:35 PM
MOVER:	Mel Clemens, Chairman	
SECONDER:	Stacie Baker, At-Large Councilmember	
AYES:	Clemens, Baker, Bryant, Skinner	

LEGISLATION FOR SECOND READING

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

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 4/8/2019 7:35 PM
MOVER:	Mel Clemens, Chairman	
SECONDER:	Kristin Bryant, At-Large Councilmember	
AYES:	Clemens, Baker, Bryant, Skinner	

Minutes Acceptance: Minutes of Apr 8, 2019 7:31 PM (Approval of Minutes)

Clerk of Council**April Beggerow****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6836 phone****Memo**

DATE: April 22, 2019**TO: Public Safety, Law and Courts Committee****CC:****RE: Liquor Permit Request #8019034, Shah Karim Inc., dba Nishis
Market, 6505 E. Livingston Ave**

See Attached Permit Request

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

TO

8019034		STCK		SHAH KARIM INC DBA NISHIS MARKET 6505 E LIVINGSTON AV 1ST FL REYNOLDSBURG OH 43068
PERMIT NUMBER		TYPE		
ISSUE DATE				
01 04 2019				
FILING DATE				
C1 C2		PERMIT CLASSES		
25	220	B	F22114	
TAX DISTRICT		RECEIPT NO.		

FROM 04/01/2019

PERMIT NUMBER		TYPE	
ISSUE DATE			
FILING DATE			
PERMIT CLASSES			
TAX DISTRICT		RECEIPT NO.	



MAILED 04/01/2019

RESPONSES MUST BE POSTMARKED NO LATER THAN. 05/02/2019

IMPORTANT NOTICEPLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL
WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.

REFER TO THIS NUMBER IN ALL INQUIRIES

B STCK 8019034

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT
THE HEARING BE HELD ☐ IN OUR COUNTY SEAT. ☐ IN COLUMBUS.WE DO NOT REQUEST A HEARING. ☐

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

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

(Signature)

(Title) - ☐ Clerk of County Commissioner

(Date)

☐ Clerk of City Council☐ Township Fiscal OfficerCLERK OF REYNOLDSBURG CITY COUNCIL
7232 EAST MAIN STREET
REYNOLDSBURG OHIO 43068

Attachment: 2019-01-04 Shah Karim Inc dba Nishis Market (Liquor Permit Request Nishis Market)

The seal of the State of Ohio Department of Commerce is a circular emblem. The outer ring contains the text "STATE OF OHIO" at the top and "DEPARTMENT OF COMMERCE" at the bottom, separated by two small stars. The inner circle features a landscape scene with a sun rising over a body of water, with hills in the background and a field of crops in the foreground.

PERMIT HOLDER REQUESTS APPROVAL OF THE DIVISION OF LIQUOR CONTROL OF THE FOLLOWING TRANSFER(S) OF STOCK

Permit Holder Name SHAH KARIM INC						Liquor Permit Number(s) 8019034					
Permit Premises Address 6505 E LIVINGSTON AVE., 1ST FL., REYNOLDSBURG, OH 43068											
Email Address:											
Attorney's Name, Address and Telephone Number (If represented) Molly Jeffcott, Abraham Law Offices, 24 N High St, Columbus, OH 43215											
Is Stock Traded on a National Exchange?						If YES, give Name of Exchange and Symbol					
☐ YES ☒ NO											

Please be advised that any social security numbers provided to the Division of Liquor Control in this application may be released to the Ohio Department of Public Safety, the Ohio Department of Taxation, the Ohio Attorney General, or to any other state or local law enforcement agency if the agency requests the social security number to conduct an investigation, implement an enforcement action, or collect taxes.

SECTION A: PREVIOUS 5% OR MORE STOCKHOLDERS		BIRTHDATE	Social Security Number/FTI#	Number of Shares Issued For Stock Transfer Only (NOT Percentages)
Name				
1) SHAH KARIM				50
2) SABER HAYAT				50
SECTION B: REVISED 5% OR MORE STOCKHOLDERS		BIRTHDATE	Social Security Number/FTI#	Number of Shares Issued For Stock Transfer Only (NOT Percentages)
Name				
1) SHAH KARIM				100
2)				
3)				
4)				
5)				

NOTE: If any Stockholder is a business entity, that entity must list it's federal tax identification number (FTI #) above.

TOTAL NUMBER OF SHARES ISSUED

LIST THE TOP FOUR OFFICERS OF THE CAPTIONED CORPORATION. IF AN OFFICE IS NOT HELD, PLEASE INDICATE BY WRITING "NONE"	Social Security Number	Birthdate
1) CEO/President SHAH KARIM		
2) Vice-President		
3) Secretary		
4) Treasurer		

Attachment: 2019-01-04 Shah Karim Inc dba Nishis Market (Liquor Permit Request Nishis Market)

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

DATE: April 22, 2019

TO: Public Safety, Law and Courts Committee

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

Approval:

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

Emergency/Suspension: Emergency

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

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

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



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

100287

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

(DESCRIPTION OF TRADE IN)

YEAR:	MAKE:	MODEL:	SALE PRICE	FREIGHT
			<u>10500</u>	<u>60</u>
SERIAL #	MILEAGE:	DEALER CHARGE		
STOCK #	COLOR:	ACV		
PAYOFF OWED TO:	ACCESSORIES:			
ADDRESS				
AMOUNT	GOOD 'TIL			
AUTHORIZED				

X

FINANCE AND INSURANCE INFORMATION

FINANCED BY _____
 ADDRESS _____
 INSURANCE _____ PHONE _____

WARRANTY INFORMATION

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

NEGATIVE EQUITY:

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

X

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

EXTENDED SERVICE POLICY

TOTAL VEHICLE & ACCESSORIES

TRADE-IN ALLOWANCE

TOTAL TAXABLE PURCHASE

DOCUMENTARY FEE 250 00TOTAL 10750 00SALES TAX ExemptFILING FEE 15 00

TEMPORARY TAG

TRADE PAYOFF

GRAND TOTAL

RECEIPT _____ DATE _____ DOWN PAYMENT

BALANCE TO FINANCE 10765.00

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

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

WE'D LIKE TO KNOW

HOW DID YOU HEAR ABOUT ASK?

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

SALESMAN: # _____ NAME: _____

DEALER _____

(THIS ORDER NOT VALID UNTIL ACCEPTED BY MAN)

Packet Pg. 9

Attachment: ID2392 2019 Bennche Cowboy 400s (Request to Purchase 2019 Bennche Cowboy 400s (Powersports))

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

**Request for Taxpayer
Identification Number and Certification**

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

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

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

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

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

☐ Individual/sole proprietor or single-member LLC
☐ C Corporation
☒ S Corporation
☐ Partnership
☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) _____
Note: Check the appropriate box in the line above for the tax classification of the single-member LLC. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.
☐ Other (see instructions) _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
Member to account's maintained copies (if any) _____

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

6 City, state, and ZIP code
Columbus OH 43232

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN; later.
Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and Number To Give the Requester for guidelines on whose number to enter.

Social security number

OR
Employer identification number
311-0844574

Part II Certification
Under penalties of perjury, I certify that:
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here
Signature of U.S. person **[Signature]**
Date **[Date]**

General Instructions
Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:
• Form 1099-DIV (dividends, including those from stocks or mutual funds)
• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
• Form 1099-S (proceeds from real estate transactions)
• Form 1099-K (merchant card and third party network transactions)
• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
• Form 1099-C (canceled debt)
• Form 1099-A (acquisition or abandonment of secured property)
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Cat. No. 10231X

Form W-9 (Rev. 11-2017)

Attachment: ID2392 2019 Bennche Cowboy 400s (Request to Purchase 2019 Bennche Cowboy 400S (Powersports))

2019 Bennche Cowboy 400S



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

CUSTOMER

DATE 04/05/2019

PRICE \$6,999.00

SALESPERSON

SIGNATURE

Comments

Utility Style

GENERAL INFORMATION

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

SPECIFICATIONS

BRAKES/WHEELS/TIRES

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

DIMENSIONS

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

DRIVETRAIN

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

ELECTRICAL

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

ENGINE

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

Attachment: ID2392 2019 Bennche Cowboy 400s (Request to Purchase 2019 Bennche Cowboy 400S (Powersports))

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

OPERATIONAL

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

OTHER

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

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

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

Police Department**David Plesich****7240 E. Main Street****Reynoldsburg OHIO 43068****614-322-6947 Phone****ORDINANCE REQUEST****DATE:** **April 22, 2019****TO:** **Public Safety, Law and Courts Committee****RE:** ORDINANCE AUTHORIZING MAYOR TO SIGN A MEMORANDUM
OF UNDERSTANDING WITH THE REYNOLDSBURG CITY
SCHOOL DISTRICT REGARDING THE SCHOOL RESOURCE
OFFICER AGREEMENT; AND DECLARING AN EMERGENCY.

Approval:

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

Emergency/Suspension: Emergency

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

Statement of emergency: Current agreement is not up to date.

Review guidelines of the School Resource Officer Agreement.

Set guidelines and operations surrounding the assignment and Utilization of the School Resource Officer (SRO).

Cheryl Kristy

From: Curtis Baker
Sent: Friday, March 22, 2019 9:07 AM
To: Cheryl Kristy
Cc: David Plesich
Subject: RCS MOU
Attachments: MOU RPD-RCS 2018-2019.docx

Cheryl,

I talked to Mr. Hood about the attached MOU. He said to go ahead and get it presented to Council and the signatures would be added after Council has approved the MOU.

Curtis Baker, CLEE
Deputy Chief of Police
Reynoldsburg Division of Police
7240 East Main Street
Reynoldsburg, Ohio 43068
Ph: 614.322.6907
CBaker@reypd.com / www.ci.reynoldsburg.oh.us



Attachment: ID2388 SRO Agreement (Memorandum of Understanding: School Resource Officer Agreement)

Memorandum of Understanding

School Resource Officer Agreement

Guidelines and operations surrounding the assignment and utilization of School Resource Officers, hereinafter referred to as SROs, within Reynoldsburg City Schools. To establish an agreement between the City of Reynoldsburg (hereinafter CITY), the Reynoldsburg City Schools (hereinafter RCS) and the Reynoldsburg Police Department (hereinafter the RPD).

NOW, THEREFORE, THE PARTIES HERE TO AGREE AS FOLLOWS:

1. The Goals of the School Resource Officer Program:

- 1.1 To establish a more complete liaison with school personnel and the RPD in a cooperative effort to prevent juvenile delinquency through close contact and counseling.
- 1.2 To carefully select and assign trained police officers from the RPD to work directly in the RCS in cooperation with school administrators and faculty.
- 1.3 To establish a more complete liaison with school personnel and the applicable Juvenile Court facilities.
- 1.4 To build a positive image toward orderly behavior of students.
- 1.5 To seek alternative methods of enforcement that hold youth responsible for their actions while providing life enhancing skills to address conflict.
- 1.6 To help students learn more about the law and law enforcement.
- 1.7 To familiarize students with law enforcement personnel and their objectives and role in society.
- 1.8 To reinforce the feeling of pride that students have towards their schools and their community.
- 1.9 To encourage students to stay in school.
- 1.10 To work with school personnel to develop closer contact and better communication with students.
- 1.11 To develop an effective program of safety education.

2. The duties of the school resource officers shall be as follows:

- 2.1 To assist in the protection of the school facilities, staff and students.
- 2.2 To help prevent juvenile delinquency through close contact with students, school personnel, and the juvenile court.
- 2.3 To investigate delinquent acts within the school system and its community when the schools or students are involved.
- 2.4 To provide early detection of deviant behavior in students.

- 2.5 To participate as a resource person for the school district. The SRO will provide training to staff and students at the request of RCS administrators. This may include speaking at an assembly on an array of legal or safety topics and/or visiting individual classrooms to provide a period of instruction.
- 2.6 To be aware at all times of the responsibility to improve the image of the uniformed law enforcement officer in the eyes of the student, staff and community.
- 2.7 Other duties as set forth in applicable RPD general orders and/or authorized and approved by the Chief of Police and the Superintendent.
- 2.8 To respond to calls for assistance from school administration and/or building safety & security as needed.
- 2.9 To allow building administration and/or building safety & security time to address building incidents prior to involvement.
- 2.10 To work cooperatively with RCS by assisting with coordinated crisis planning and updating of school crisis plans.

3. Enforcing/Reporting School Policy Violations.

- 3.1 The SRO is not a school disciplinarian and normally will take action only when there is a violation of law. School discipline is the responsibility of the appropriate school administrator. The SRO will normally report school policy violations through the proper channels to be handled by school administration. It is the responsibility of the SRO to become familiar with the student handbook.
- 3.2 It is the responsibility of the school staff to conduct their own investigations into reports of student handbook violations or disorder.
- 3.3 The SRO will refrain from getting involved in matters or incidents that do not require police assistance and should be handled by the school.
- 3.4 Medical calls for service will not solely be decided by the SRO. Due to district reporting guidelines/restrictions this reasonability applies to any proper licensed building professional/official.

4. Employment, Training, Supervision and Assignment of the School Resource Officer

- 4.1 The RPD agrees to employ not less than a total of two (2) fully trained and equipped SROs. The SROs shall be employees of the RPD and shall be subject to the administration, supervision and control of the RPD, except as such administration, supervision and control is subject to the terms and conditions of this agreement.
- 4.2 The RPD agrees to provide and to pay the SROs salary and employment benefits in accordance with the applicable salary schedules and employment practices of the RPD, including but not necessarily limited to: sick leave, annual leave, retirement compensation, disability salary continuation, workers compensation, unemployment compensation, life insurance, dental insurance, and medical/hospitalization insurance. SROs shall be subject to all other personnel policies and practices of the RPD except as

such policies or practices may have to be modified to comply with the terms and conditions of this agreement.

- 4.3 The RPD, in its sole discretion, shall have the power and authority to hire, discharge and discipline the SROs, provided, however, that the RPD will remove an SRO from his/her assignment at the request of the Superintendent. The RPD shall hold RCS free, harmless and indemnified from and against any and all claims, suits or causes of action arising out of allegations of unfair or unlawful employment practices brought by SROs.
- 4.4 The assigned SRO will be employed by RPD for a minimum of one (1) year. It is preferable that the SRO have a background in, or receive training after appointment, that has a focus on understanding of child and adolescent development.
- 4.5 The SROs shall be assigned by the RPD as follows: One officer shall be assigned to the Reynoldsburg High School Livingston Campus, 6699 E. Livingston Avenue, and the second officer to the Reynoldsburg High School Summit Campus, 8579 Summit Road. The total number of positions will be two (2).
- 4.6 In the event an SRO is absent from work, the SRO shall notify both his/her supervisor in the RPD and the principals of the schools to which the SRO is assigned. In the event the SRO is absent due to illness, injury or disability for a period in excess of seven (7) consecutive work days, the RPD agrees to employ and/or assign a substitute SRO to assume and perform the duties of the SRO who is absent from work.
- 4.7 Within one year after appointment the SRO will complete a minimum of 40 hours of school resource officer training. Professional development training will focus on age-appropriate practices for conflict resolution and developmentally informed de-escalation and crisis intervention methods.

5. SRO Program Funding, Costs and Method of Reimbursement

- 5.1 CITY agrees to appropriate to the RPD sufficient funds to employ, train, evaluate and supervise the SROs. CITY agrees to provide sufficient funds to include: the officer's salary, employment benefits, uniforms, equipment, vehicles and all other operating and administrative expenses.
- 5.2 RCS agree to reimburse CITY for the costs equal to sixty-nine percent (69%) of the SROs' salary and employment benefits.
- 5.3 All parties agree that the SROs shall receive the customary and usual salary and employment benefits, including but not necessarily limited to: health and hospitalization insurance, sick leave and annual leave, holiday pay, retirement, disability insurance, workers compensation, unemployment compensation, and Police Professional Liability insurance to protect CITY, RPD and RCS.
- 5.4 All parties agree that the assignment of any RPD vehicle will be at the sole discretion of the RPD.
- 5.5 All parties agree that the cost of the training as well as administrative support and supervision of the SROs will be paid by RPD.

- 5.6 It is understood and agreed that the CITY will bill RCS for the agreed upon reimbursement quarterly and that RCS agree to pay the amount due to the CITY within 15 days of the receipt of each quarterly bill or statement

6. Terms of Operations

- 6.1 The SRO agrees to abide by all relevant RCS policies and administrative guidelines while on duty for RCS, including, but not limited to, the obligation to keep confidential and not release or permit access to any and all student personally identifiable information ("PII") to which the SRO is exposed, except as authorized by law.
- 6.2 All student records are considered confidential. Certain information is designated as directory information in the RCS annual FERPA notice and can be released without consent unless the parent/guardian has affirmatively withdrawn their consent to release, in writing. RCS will supply RPD with a copy of its annual FERPA notice each school year.
- 6.3 SROs will be granted access to the district camera system and student information databases when acting as a school official with a legitimate educational interest in the information. The SRO is acting as a school official with a legitimate educational interest in the information when:
- 1) The information is necessary to perform services pursuant to this agreement that would otherwise be performed by RCS employees;
 - 2) The SRO is under RCS's direct control in the use and maintenance of the records; and
 - 3) The SRO will only use PII for the use for which it was provided and may not re-disclose the PII without consent.

The RPD acknowledges that, under the terms of this paragraph, the SROs may be receiving personally identifiable student information. The RPD agrees that it shall not, and shall ensure that the SROs do not, access, use or disseminate or otherwise re-disclose any student information deemed personally identifiable, as defined in the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. 1232g, 34 C.F.R. Part 99) and Ohio R.C. §3319.321, in violation of the terms of those laws or other law applicable to the RCS with respect to such information. The parties shall ensure that the SROs who are provided with access to personally identifiable student information will be trained in FERPA requirements and their duties to handle such information in compliance with those requirements. Information obtained from these databases and other education record information are protected, not subject to public record requests or release and therefore shall not become a public record by means of police reporting.

- 6.4 The obtaining of PII for law enforcement purposes will require parental consent or a lawfully issued subpoena prior to release, unless obtained as detailed in 6.5, 6.6 and 6.7 below.
- 6.5 Records, files, documents, and other materials that are created by the SRO for a law enforcement purpose, or by personal observation, may be maintained by the RPD and are not subject to the Family Educational Rights and Privacy Act protection.

- 6.6 RCS may disclose PII to the SRO without consent during a health and safety emergency if knowledge of the information is necessary to protect the health or safety of students or other individuals. This exception is limited to the period of the emergency.
- 6.7 When the RCS learns of any abused child, as defined in ORC 2151.031, all supporting documentation, video and/or statements will be released to the RPD without prior consent, per mandated reporting requirements.
- 6.8 Nothing in this MOU is intended to conflict with current laws or regulations of the United States of America, Ohio Revised Code or Reynoldsburg Codified Ordinances. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this MOU shall remain in effect.

7. Term of Agreement

- 7.1 The agreement shall be extended for additional and successive terms of one year unless it is not renewed as provided in section 7.3 below.
- 7.2 This agreement may be modified upon the mutual written consent of the parties.
- 7.3 In the event that any party to the agreement decides not to renew or extend this agreement, it shall endeavor to notify the other involved parties by June 1 of the preceding fiscal year of the agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first written above.

Law Enforcement Executive's Signature: _____ Date: _____
Chief David M. Plesich

Signature of School Official: _____ Date: _____
Superintendent Melvin J. Brown

Government Executive's Signature: _____ Date: _____
Mayor Brad McCloud

Approve as to Form: _____ Date: _____
City Attorney Jed Hood

Police Department**David Plesich****7240 E. Main Street****Reynoldsburg OHIO 43068****614-322-6947 Phone****ORDINANCE REQUEST****DATE: April 22, 2019****TO: Public Safety, Law and Courts Committee****RE: Ordinance Authorizing Mayor to Purchase a 2019 Ford Transit T-250 and Related Equipment for the Reynoldsburg Police Department.**

Approval:

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

Equipment is no longer safe or meets the needs of the operation.

Requesting permission to purchase a 2019 Ford Transit T-250 van to replace the existing 1994 van (Vin # 1FBHE31YORHB84059) with a current mileage of 74,305.

The total cost replacement to include up-fitting the vehicle is \$50,000 which was approved in the 2019 budget. Pursuant to CRC Section 8.04(c) competitive bidding be suspended.

New Vehicle Vendor: **Coughlin Automotive LLC**

Address: 9000 E Broad St, Pataskala, OH 43062

Vehicle Cost: \$32,750.00

Up-fitting

Various Vendors (REM, Kustom Signals) already on state bid and utilized by the city.

\$17,250.00

Reynoldsburg Division of Police

Request to Purchase (2019)

All purchases must be approved by the Chief of Police **PRIOR** to ordering

Account #: _____ Sub Account: _____ Balance in the Account: _____

Budget Item: ☒ Yes ☐ No Approved to Order: _____ Date: _____

Quantity	Description	Size	Order #	Unit Price	Total
1	2019 Ford Transit T-250				32,750.00
1	Equipment and up-fitting				17,250.00
				Shipping Cost	
				Total Cost	50,000.00

Replace current SWAT van. (1995 Ford Club wagon.)
4

Vendor Information (If this is a new vendor you MUST attach a w-9 to this form)

Vendor:	Coughlin Automotive LLC
Vendor's Address: (City / State / Zip)	
Vendor's Phone #:	614-440-4005
Vendor's Fax #:	
Contact Person:	Jeff Haller

Requestor's / Approval Information

Name:	SGT J Severance	Date:	
Supervisor's Approval:		Date:	2/27/19
Chief of Police Approval:		Date:	2 28 19

Ordering Information / After action information

Date Ordered:		PO #	
Ordered By:			
Expected Date of Arrival:			
Fixed Asset Tag #:		Was Photo taken?	Location of Item:
Comments:			

Attachment: ID2375 SWAT Van (Purchase of SWAT Van)



Coughlin Automotive LLC

Jeff Haller | 614-440-4005 | jeffhaller@aol.com

6.a.a

[Fleet] 2019 Ford Transit Van (R2C) T-250 148" Med Rf 9000 GVWR Sliding RH Dr

Quote Worksheet

	MSR
Base Price	\$36,265.00
Dest Charge	\$1,495.00
Total Options	\$2,140.00
Subtotal	\$39,900.00
	\$0.00
Subtotal Pre-Tax Adjustments	\$0.00
Less Customer Discount	(\$7,150.00)
Subtotal Discount	(\$7,150.00)
Trade-In	\$0.00
Subtotal Trade-In	\$0.00
Taxable Price	\$32,750.00
Sales Tax	\$0.00
Subtotal Taxes	\$0.00
Subtotal Post-Tax Adjustments	\$0.00
Total Sales Price	\$32,750.00

Dealer Signature / Date

Customer Signature / Date

Selected Model and Options

MODEL

CODE	MODEL	MSR
R2C	2019 Ford Transit Van T-250 148" Med Rf 9000 GVWR Sliding RH Dr	\$36,265.00

COLORS

CODE	DESCRIPTION	MSR
G1	Shadow Black	\$0.00

OPTION PACKAGE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSR
101A	Order Code 101A	0.00 lbs	0.00 lbs	\$0.00

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 7499. Data Updated: Jan 22, 2019 10:00:00 PM PST.



Coughlin Automotive LLC

Jeff Haller | 614-440-4005 | jeffhaller@aol.com

6.a.a

[Fleet] 2019 Ford Transit Van (R2C) T-250 148" Med Rf 9000 GVWR Sliding RH Dr

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
153	Front License Plate Bracket	0.00 lbs	0.00 lbs	\$0.00
17A	Fixed Rear-Door Glass	0.00 lbs	0.00 lbs	\$75.00
68J	Extended Length Running Boards -inc: Covers A-B pillar driver-side and A-C pillar passenger-side	0.00 lbs	0.00 lbs	\$655.00

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
43R	Reverse Sensing System	0.00 lbs	0.00 lbs	\$295.00
57G	Dr Controlled Fr/Rr Aux A/C & Heater -inc: Heat distributed from rear of front-passenger seat, A/C distributed from rear of van	19.00 lbs	17.00 lbs	\$860.00
66C	D Pillar Assist Handles -inc: (driver and passenger-side)	0.00 lbs	0.00 lbs	\$60.00
67E	Center Console Delete	0.00 lbs	0.00 lbs	\$60.00

ADDITIONAL EQUIPMENT - ENTERTAINMENT

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
585	Radio: AM/FM Stereo w/Bluetooth -inc: (29), audio input jack, microphone and USB port	0.00 lbs	0.00 lbs	\$135.00

SEATING ARRANGEMENT

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
21G	Pewter Vinyl Dual Bucket Seats -inc: 2-way manual driver seat, 2-way manual passenger seat and driver armrest (STD)	0.00 lbs	0.00 lbs	\$0.00

TRANSMISSION

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
446	Transmission: 6-Speed Automatic w/OD & SelectShift -inc: auxiliary transmission oil cooler (STD)	0.00 lbs	0.00 lbs	\$0.00

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 7499. Data Updated: Jan 22, 2019 10:00:00 PM PST.



Coughlin Automotive LLC

Jeff Haller | 614-440-4005 | jeffhaller@aol.com

6.a.a

[Fleet] 2019 Ford Transit Van (R2C) T-250 148" Med Rf 9000 GVWR Sliding RH Dr

ENGINE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSR
99M	Engine: 3.7L Ti-VCT V6 -inc: SEIC capability (STD)	0.00 lbs	0.00 lbs	Inc.

PRIMARY PAINT

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSR
G1	Shadow Black	0.00 lbs	0.00 lbs	\$0.0

SEAT TYPE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSR
VK	Pewter, Vinyl Front Bucket Seats	0.00 lbs	0.00 lbs	\$0.0

AXLE RATIO

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSR
X73	3.73 Axle Ratio (STD)	0.00 lbs	0.00 lbs	\$0.0
Options Total		19.00 lbs	17.00 lbs	\$2,140.0

Attachment: ID2375 SWAT Van (Purchase of SWAT Van)

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 7499. Data Updated: Jan 22, 2019 10:00:00 PM PST.



Attachment: ID2375 SWAT Van (Purchase of SWAT Van)