



Meredith Lawson-Rowe, President
Shanette Strickland, Ward 1
Louis Salvati, Ward 2
Bhuwan Pyakurel, Ward 3
Erin Hill, Ward 4
Barth Cotner, At-Large
Mildred Johnson, At-Large
Stacie A. Baker, At-large

City Council

Council Meeting

7232 East Main Street
Reynoldsburg, OH 43068
www.reynoldsburg.gov

Mollie Prasher, Clerk of Council
614-322-6836

Tuesday, November 12, 2024

6:30 PM

Council Chambers

- 1. CALL TO ORDER**
- 2. INVOCATION - Pastor Aaron DeLong of Simple Church**
- 3. PLEDGE OF ALLEGIANCE**
- 4. ROLL CALL**
- 5. APPROVAL OF AGENDA**
- 6. APPROVAL OF MINUTES**

- a. Regular Meeting Minutes for the October 28, 2024

7. COMMUNITY COMMENTS

The Community Comments portion of the meeting is an opportunity for citizens to address Council. Citizens may wish to bring matters to the attention of City Council or discuss items on the agenda with the exception of legislation scheduled for a public hearing. Comments related to a public hearing may only be made during the Public Hearing portion of the meeting.

Before addressing City Council, members of the public are asked to complete a speaker's form and give it to the Clerk of Council. The Council President will invite speakers to step to the microphone and give their name and address. All remarks should be addressed to Council as a whole and not exceed three minutes.

8. REPORTS

a. Development, Parks & Recreation Committee

1. A Resolution Authorizing the Mayor to Enter into an Agreement with OHM Advisors (OHM) for General Engineering Consulting and Professional Design Services

b. There is no Public Safety, Law & Courts Committee meeting.

c. Public Service & Transportation Committee

1. An Ordinance to Amend Chapter 945 Sewer Charges, Section 945.02(c) Rate Schedule of the Code of Ordinances for the City of Reynoldsburg

2. A Resolution Authorizing the Mayor to Enter into an Intergovernmental Working Agreement with Franklin Soil and Water Conservation District to Support the Big Walnut Watershed Coordinator Program Administered by Franklin Soil and Water Conservation District in Coordination with and Support from MORPC and the State Watershed Programs with ODNR and Ohio EPA

d. Finance & Administration Committee

1. An Ordinance to Amend Chapter 160 Employee Compensation, Section 160.02 Authorized Positions, Personnel, Classifications and Pay Grades, Section 160.03 Salary Schedule, Section 160.04 Other Compensation, Section 160.05 Overtime Eligibility, Section 160.07 Longevity, and Section 160.10 Educational Assistance for the City of Reynoldsburg, Ohio, and Declaring an Emergency
2. An Ordinance to Amend the Personnel Procedure Manual Regarding Educational Assistance Incentive Program, Vacation Leave, Holidays, and Sections Relative to the CBA Collective Bargaining Agreement, and Declaring an Emergency
3. An Ordinance Authorizing the Mayor to Enter into an Agreement with Kirch Group Technologies, LLC, for Information Technology Services for the Period of January 1, 2025 through December 31, 2025, Waive Competitive Bidding, and Declaring an Emergency
4. An Ordinance Authorizing the Mayor to Enter into a Contract for City Cyber Insurance for 2025, Waive Competitive Bidding, and Declaring an Emergency
5. An Ordinance Authorizing the Mayor to Enter into a Contract with OHM Advisors for Design Services and Appropriate Remaining ARPA Funds to Upgrade City Hall and Council Chambers, Appropriating Appropriating Funds, and Declaring an Emergency

9. RESOLUTIONS - CONSENT AGENDA

- a. A Resolution Authorizing the Mayor to Enter into an Agreement with OHM Advisors (OHM) for General Engineering Consulting and Professional Design Services
- b. A Resolution Authorizing the Mayor to Enter into an Intergovernmental Working Agreement with Franklin Soil and Water Conservation District to Support the Big Walnut Watershed Coordinator Program Administered by Franklin Soil and Water Conservation District in Coordination with and Support from MORPC and the State Watershed Programs with ODNR and Ohio EPA

10. CONSENT AGENDA FOR FIRST READING

- a. An Ordinance to Amend Chapter 945 Sewer Charges, Section 945.02(c) Rate Schedule of the Code of Ordinances for the City of Reynoldsburg
- b. An Ordinance to Amend Chapter 160 Employee Compensation, Section 160.02 Authorized Positions, Personnel, Classifications and Pay Grades, Section 160.03 Salary Schedule, Section 160.04 Other Compensation, Section 160.05 Overtime Eligibility, Section 160.07 Longevity, and Section 160.10 Educational Assistance for the City of Reynoldsburg, Ohio, and Declaring an Emergency

- c. An Ordinance to Amend the Personnel Procedure Manual Regarding Educational Assistance Incentive Program, Vacation Leave, Holidays, and Sections Relative to the CBA Collective Bargaining Agreement, and Declaring an Emergency
- d. An Ordinance Authorizing the Mayor to Enter into an Agreement with Kirch Group Technologies, LLC, for Information Technology Services for the Period of January 1, 2025 through December 31, 2025, Waive Competitive Bidding, and Declaring an Emergency
- e. An Ordinance Authorizing the Mayor to Enter into a Contract for City Cyber Insurance for 2025, Waive Competitive Bidding, and Declaring an Emergency
- f. An Ordinance Authorizing the Mayor to Enter into a Contract with OHM Advisors for Design Services and Appropriate Remaining ARPA Funds to Upgrade City Hall and Council Chambers, Appropriating Appropriating Funds, and Declaring an Emergency

11. CONSENT AGENDA FOR SECOND READING

- a. An Ordinance Creating the Summit Crossing Tax Increment Financing Incentive Districts by Declaring Improvements to the Parcels within Each Incentive District to be a Public Purpose and Exempt from Real Property Taxation; Requiring the Owners of Those Parcels to Make Service Payments in Lieu of Taxes; Establishing a Municipal Public Improvement Tax Increment Equivalent Fund for the Deposit of Those Service Payments; and Specifying the Public Infrastructure Improvements that Benefit or Serve Parcels in the Incentive District, and Declaring an Emergency
- b. An Ordinance Declaring the Improvements to Certain Parcels Along Summit Road in the City of Reynoldsburg to be a Public Purpose and Exempt from Taxation Pursuant to ORC 5709.40(B) Providing for the Collection and Deposit of Service Payments and Specifying the Purposes for Which Those Service Payments May be Expended; and Authorizing School Compensation Payments, and Declaring an Emergency
- c. An Ordinance to Establish Section 337.31 Loud Noise From a Motor Vehicle as Part of Chapter 337 Safety and Equipment of the Codified Ordinances for the City of Reynoldsburg
- d. An Ordinance Authorizing the Mayor to Accept Public Infrastructure Associated with the Maplewood Subdivision
- e. An Ordinance Appropriating Funds from the Future Bonds for the Construction of the City's Parks and Public Service Facility Project Fund (Owners Contingency)
- f. An Ordinance Authorizing the Mayor to Enter Into a Purchase and Sale Agreement for Real Property Located at 7148 East Main Street, Reynoldsburg, Ohio
- g. An Ordinance Authorizing the Mayor to Enter into an Agreement with Media Promotion Enterprises (MPE) for the 2025 Tomato Festival

12. OTHER COUNCIL MATTERS

- a. Discuss Procedure to Fill Council President Position

13. UPCOMING MEETINGS

- a. November 21, 2024 Planning & Zoning Board
- November 25, 2024 Council
- November 28 & 29, 2024 Thanksgiving Holiday (City Offices Closed)
- December 5, 2024 Planning & Zoning Board
- December 9, 2024 Council
- December 16, 2024 Council (note meeting date change)**
- December 19, 2024 Planning & Zoning Board
- December 24 & 25, 2024 Christmas (City Offices Closed)
- December 31, 2024 New Year's Eve (City Offices Closed)
- January 1, 2025 New Year's Day (City Offices Closed)

14. ADJOURNMENT

ADJOURNMENT



**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
October 28, 2024**

CALL TO ORDER

Council President Meredith Lawson-Rowe called the meeting to order at 6:30pm.

INVOCATION - Pastor Renee Russell of City Church of Reynoldsburg

PLEDGE OF ALLEGIANCE

President Lawson-Rowe stated that she wanted to take this time to recognize the passing and legacy of former Reynoldsburg resident, Councilmember, and the first female Speaker of the House in Ohio, JoAnn Davidson. She explained that this Council actually presented Madam Speaker with a Resolution on March 22, 2021, listing all of her accomplishments and contributions made for the City of Reynoldsburg and the state of Ohio. President Lawson-Rowe requested a moment of silence in her honor.

ROLL CALL

PRESENT: Cotner, Baker, Johnson, Lawson-Rowe, Strickland, Salvati, Pyakurel, Hill
ABSENT:

APPROVAL OF AGENDA

The agenda was approved as submitted.

APPROVAL OF MINUTES

Regular Meeting Minutes of October 10, 2024

The regular meeting minutes of October 10, 2024 were approved as submitted.

COMMUNITY COMMENTS

Dipal Patel
5419 E. Broad Street

Ms. Patel stated that on behalf of BAPS Columbus Temple, she is honored to provide Council with more information about Diwali and invite them to the grand festivities. She explained that Diwali is not just the festival of lights, it is a five-day celebration where they celebrate with each day having its own significance and value. There are two main days when everyone gets together as one big family and celebrates within the community, which is Diwali night, the last night of the year, and New Year's Day.

According to the Hindu calendar, this year Diwali falls on October 31st and the New Year is November 1st. On New Year's Day, we begin the day with prayer and then make hundreds of vegetarian delicacies. They also wish everyone a happy New Year and pray that everyone have a prosperous New Year. This year will showcase two live performances, with musicals performed by the youth girls. They would like to extend an invitation to everyone on Council. We will be located at 5419 East Broad Street.

Scott Brewer
2065 Tewksbury Road

Mr. Brewer stated that he was speaking to Council as President of the Reynoldsburg Education Association. The Reynoldsburg Education Association would like to issue a statement of their endorsement of the upcoming Reynoldsburg School District Levy, Issue 41, on the ballot for November 5th. This levy, which would be the first levy requested in fourteen years. If passed, the levy would maintain and support our current staff and programs. It would not just be additional funds for the school, it would help protect the teacher to student ratios in our classrooms and allow them to continue to provide adequate education. We hope that the community will support our schools, teachers, our students, and protect our future by supporting this issue in the upcoming election.

Mayor Begeny

Mayor Begeny wished everyone a happy Halloween week and wanted to remind residents about the upcoming events including Trick or Treat on Halloween night from 6 to 8pm, rain or shine. He also gave a shout-out to the Reynoldsburg Community Association and all the people involved in the Halloweekend, saying that it was an amazing event and had record high attendance. He also congratulated all Reynoldsburg fall sports athletes on a great season and good luck to all the teams continuing on to the playoffs.

PUBLIC HEARING

An Ordinance Creating the Summit Crossing Tax Increment Financing Incentive Districts by Declaring Improvements to the Parcels within Each Incentive District to be a Public Purpose and Exempt from Real Property Taxation; Requiring the Owners of Those Parcels to Make Service Payments in Lieu of Taxes; Establishing a Municipal Public Improvement Tax Increment Equivalent Fund for the Deposit of Those Service Payments; and Specifying the Public Infrastructure Improvements that Benefit or Serve Parcels in the Incentive District, and Declaring an Emergency

President Lawson-Rowe opened the Public Hearing on the Ordinance. As there were no comments, the hearing was closed.

An Ordinance Declaring the Improvements to Certain Parcels Along Summit Road in the City of Reynoldsburg to be a Public Purpose and Exempt from Taxation Pursuant to ORC 5709.40(B) Providing for the Collection and Deposit of Service Payments and Specifying the Purposes for Which Those Service Payments May be Expended; and Authorizing School Compensation Payments, and Declaring an Emergency

President Lawson-Rowe opened the Public Hearing on the Ordinance. As there were no comments, the hearing was closed.

COMMUNICATIONS

President Lawson-Rowe asked Council if there were any questions regarding the Communications provided in the packet.

October Treasury Board Minutes

Certification of Bond Results

REPORTS

West Licking Fire District September Stats

Councilmember Baker stated that the statistics for the West Licking Fire District are available in the packet to view.

Development, Parks & Recreation Committee

This is the Development, Parks & Recreation Committee meeting for October 28, 2024.

Members in attendance are: Councilmember Cotner, Councilmember Johnson, Councilmember Hill, Chair Salvati, and President Lawson-Rowe.

An Ordinance Creating the Summit Crossing Tax Increment Financing Incentive Districts by Declaring Improvements to the Parcels within Each Incentive District to be a Public Purpose and Exempt from Real Property Taxation; Requiring the Owners of Those Parcels to Make Service Payments in Lieu of Taxes; Establishing a Municipal Public Improvement Tax Increment Equivalent Fund for the Deposit of Those Service Payments; and Specifying the Public Infrastructure Improvements that Benefit or Serve Parcels in the Incentive District, and Declaring an Emergency

Director Meyer explained that this ordinance would allow for an additional Tax

Increment Financing District in the newly annexed development along Summit Road. This TIF was for the residential development being proposed. This TIF is set up as previously approved TIFs initiated by the City.

Councilmember Salvati moved to forward this Ordinance to Council for a first reading. Second by Councilmember Johnson. Motion carried.

An Ordinance Declaring the Improvements to Certain Parcels Along Summit Road in the City of Reynoldsburg to be a Public Purpose and Exempt from Taxation Pursuant to ORC 5709.40(B) Providing for the Collection and Deposit of Service Payments and Specifying the Purposes for Which Those Service Payments May be Expended; and Authorizing School Compensation Payments, and Declaring an Emergency

Director Meyer explained that the establishment of this TIF would cover the commercial and multi-family housing areas of this development. Both TIFs were being requested as three-read emergencies.

Councilmember Salvati moved to forward this Ordinance to Council for a first reading. Second by Councilmember Hill. Motion carried.

A Resolution to Authorize the Parks and Recreation Director to Apply to the Mid-Ohio Regional Planning Commission (MORPC) for the Columbus Urbanized Area Federal Transit Administration (FTA) Enhanced Mobility for Older Adults and Individuals with Disabilities Grant

Director Bauman stated that the Senior Center had the opportunity to apply for a grant from MORPC that would allow the City to purchase a van to use to transport seniors to doctor's appointments, shopping, etc. This service would be new for the City and will help allow seniors to age at home, keeping with our efforts to improve senior living.

Councilmember Strickland asked if the service would be free and how the service would work. Director Bauman indicated that the service would be free. The particulars of how the program would work were not yet determined, but seniors would likely call to reserve the service.

Councilmember Baker asked if the van would wait for the seniors or would there be specific drop off and pick-up times set. Director Bauman said those particulars were not yet determined.

Councilmember Salvati moved to forward this Resolution to Council for approval. Second by Councilmember Johnson. Motion carried.

Public Safety, Law & Courts Committee

This is the Public Safety, Law & Courts Committee meeting for October 28, 2024.

Members in attendance are: Councilmember Cotner, Councilmember Johnson, Councilmember Hill, Chair Pyakurel, and President Lawson-Rowe.

An Ordinance to Establish Section 337.31 Loud Noise From a Motor Vehicle as Part of Chapter 337 Safety and Equipment of the Codified Ordinances for the City of Reynoldsburg

Attorney Shook explained that the City was placing a loud noise section into the traffic section of the Reynoldsburg Code to address issues of loud noise coming from motor vehicles. He explained that there was a section in the general code section addressing loud noise issues from contractors and on private property. But this traffic code would allow officers to specifically address loud noise from vehicles.

Councilmember Baker questioned how this legislation would impact motorcyclists, who have to turn up their radios in order to hear them over traffic noise. He expressed concern about how the level of noise would be determined.

Councilmember Cotner asked about why this legislation was being proposed now and if this violation was a primary violation. He also expressed concern about the need for this legislation and if there was more of a reason than just allowing officers to make this citation.

Attorney Shook advised that this violation would be a primary violation, allowing officers to stop someone for just this violation.

Councilmember Pyakurel moved to forward this Ordinance to Council for a first reading. Second by Councilmember Hill. Motion carried.

A Resolution Authorizing the City Auditor to Remove Equipment from the City's Fixed Asset List for the Reynoldsburg Police Department

Deputy Chief Grizzell stated that two cruisers were involved in an accident on Interstate 70 with one vehicle being totaled. This vehicle was bought out by insurance and they were requesting it be removed from the fixed asset list.

Councilmember Pyakurel moved to forward this Resolution to Council for approval. Second by Councilmember Johnson. Motion carried.

Public Service & Transportation Committee

This is the Public Service & Transportation Committee meeting for October 28, 2024.

Members in attendance are: Councilmember Cotner, Councilmember Johnson, Councilmember Hill, Chair Strickland, and President Lawson-Rowe.

An Ordinance to Repeal and Replace Ordinance No. 50-2024 to Authorize the Mayor to Execute a Contract for City Hall LED Lighting Upgrades with Reimbursement from NOPEC Grant Funds, Appropriating Funds Therefor, Waive Competitive Bidding, and Declaring an Emergency

This Ordinance has been requested as a single read emergency.

Mayor Begeny explained that this legislation was approved previously for the contracted amount of the project; however, the Ordinance should have been approved for the total amount of the grant. This legislation would make that adjustment.

Councilmember Strickland moved to forward this Ordinance to Council for a single read emergency. Second by Councilmember Johnson. Motion carried.

An Ordinance Authorizing the Mayor to Accept Public Infrastructure Associated with the Maplewood Subdivision

Director Dorman explained that at the end of a development project, the City was responsible for accepting and taking over all the infrastructure for that project. This legislation would accept all the infrastructure for the new Maplewood subdivision.

The City Engineer reviewed all the specifications of the infrastructure and advised that everything was built and installed to code.

Councilmember Strickland moved to forward this Ordinance to Council for a first reading. Second by Councilmember Hill. Motion carried.

An Ordinance Appropriating Funds from the Future Bonds for the Construction of the City's Parks and Public Service Facility Project Fund (Owners Contingency)

Mayor Begeny stated that this Ordinance would appropriate funds and allow for an owner's contingency. This legislation would allow us to pay for any unexpected costs that may come up throughout the building of the Parks/Service complex. The City received a very good rate for the bonds.

Councilmember Strickland moved to forward this Ordinance to Council for a first

reading. Second by Councilmember Hill. Motion carried.

A Resolution Authorizing the Mayor to Enter into a Contract with the District Advisory Council of the Franklin County General Health District and Franklin County Public Health for Health Services

Director Dorman explained that this legislation was a housekeeping item renewing the annual contract with the Health Department for health services for the City.

Councilmember Strickland moved to forward this Resolution to Council for approval. Second by Councilmember Johnson. Motion carried.

Finance & Administration Committee

This is the Finance & Administration Committee meeting for October 28, 2024.

Members in attendance are: Councilmember Salvati, Councilmember Pyakurel, Councilmember Strickland, Chair Baker, and President Lawson-Rowe.

An Ordinance Authorizing the Mayor to Enter Into a Purchase and Sale Agreement for Real Property Located at 7148 East Main Street, Reynoldsburg, Ohio

Mayor Begeny explained that they put in an offer on the property across from Haft Drive for the amount that is listed on the Auditor's site - \$246,200. With this purchase, the City plans to align the intersection at Haft Drive all the way across Main Street to make it more safe and accessible.

Councilmember Cotner asked if there were incidents or problems with staff or the police department exiting that drive. Mayor Begeny indicated that he was unaware of any incidents, but said the improvement would allow greater safety for police vehicles exiting the drive for emergency calls.

Councilmember Baker moved to forward this Ordinance to Council for a first reading. Second by Councilmember Salvati. Motion carried.

An Ordinance Authorizing the Mayor to Enter into an Agreement with Media Promotion Enterprises (MPE) for the 2025 Tomato Festival

Ms. Jennifer Clemens stated that this contract with MPE was for the 2025 Tomato Festival entertainment. She was requesting an increase from last year, going from \$165k to \$200k to cover additional costs and hopefully request a headlining artist for Thursday night this year in celebration of the festival's 60th anniversary.

Councilmember Baker moved to forward this Ordinance to Council for a first reading. Second by Councilmember Pyakurel. Motion carried.

RESOLUTIONS - CONSENT AGENDA

RESULT:	PASSED (UNANIMOUS)
MOVER:	Strickland
SECONDER:	Baker
AYES:	Cotner, Baker, Johnson, Lawson-Rowe, Strickland, Salvati, Pyakurel, Hill

A Resolution Authorizing the City Auditor to Remove Equipment from the City's Fixed Asset List for the Reynoldsburg Police Department

A Resolution Authorizing the Mayor to Enter into a Contract with the District Advisory Council of the Franklin County General Health District and Franklin County Public Health for Health Services

A Resolution to Authorize the Parks and Recreation Director to Apply to the Mid-Ohio Regional Planning Commission (MORPC) for the Columbus Urbanized Area Federal Transit Administration (FTA) Enhanced Mobility for Older Adults and Individuals with Disabilities Grant

CONSENT AGENDA FOR EMERGENCY ADOPTION

RESULT:	PASSED (UNANIMOUS)
MOVER:	Strickland
SECONDER:	Salvati
AYES:	Cotner, Baker, Johnson, Lawson-Rowe, Strickland, Salvati, Pyakurel, Hill

An Ordinance to Repeal and Replace Ordinance No. 50-2024 to Authorize the Mayor to Execute a Contract for City Hall LED Lighting Upgrades with Reimbursement from NOPEC Grant Funds, Appropriating Funds Therefor, Waive Competitive Bidding, and Declaring an Emergency

An Ordinance Authorizing a Change in Appropriations for Various City JEDD Agreements, and Declaring an Emergency

CONSENT AGENDA FOR FIRST READING

An Ordinance Creating the Summit Crossing Tax Increment Financing Incentive Districts by Declaring Improvements to the Parcels within Each Incentive District to be a Public Purpose and Exempt from Real Property Taxation; Requiring the Owners of Those Parcels to Make Service Payments in Lieu of Taxes; Establishing a Municipal Public Improvement Tax Increment Equivalent Fund for the Deposit of Those Service Payments; and Specifying the Public Infrastructure Improvements that Benefit or Serve Parcels in the Incentive District, and Declaring an Emergency

An Ordinance Declaring the Improvements to Certain Parcels Along Summit Road in the City of Reynoldsburg to be a Public Purpose and Exempt from Taxation Pursuant to ORC 5709.40(B) Providing for the Collection and Deposit of Service Payments and Specifying the Purposes for Which Those Service Payments May be Expended; and Authorizing School Compensation Payments, and Declaring an Emergency

An Ordinance to Establish Section 337.31 Loud Noise From a Motor Vehicle as Part of Chapter 337 Safety and Equipment of the Codified Ordinances for the City of Reynoldsburg

An Ordinance Authorizing the Mayor to Accept Public Infrastructure Associated with the Maplewood Subdivision

An Ordinance Authorizing the Mayor to Enter Into a Purchase and Sale Agreement for Real Property Located at 7148 East Main Street, Reynoldsburg, Ohio

An Ordinance Authorizing the Mayor to Enter into an Agreement with Media Promotion Enterprises (MPE) for the 2025 Tomato Festival

An Ordinance Appropriating Funds from the Future Bonds for the Construction of the City's Parks and Public Service Facility Project Fund (Owners Contingency)

CONSENT AGENDA FOR THIRD READING

RESULT:	PASSED (UNANIMOUS)
MOVER:	Strickland
SECONDER:	Baker
AYES:	Cotner, Baker, Johnson, Lawson-Rowe, Strickland, Salvati, Pyakurel, Hill

An Ordinance Authorizing the Renewal of the City's Vision Insurance

**Coverage with VSP for the Period Beginning January 1, 2025 through
December 31, 2028, and Waive Competitive Bidding**

OTHER COUNCIL MATTERS

Councilmember Cotner expressed his condolences to the family of JoAnn Davidson. Her passing was a great loss. She was an important leader in the City of Reynoldsburg and the state of Ohio. Her willingness to help other elected officials was beneficial. She was a wonderful person and will be greatly missed.

Councilmember Baker also expressed his sympathy for her passing. Ms. Davidson commanded a lot of respect, and he was grateful for his interactions with her.

Councilmember Strickland also expressed her sympathy. Although she only met her a few times, she appreciated all of the work she did for the betterment of Ohio.

UPCOMING MEETINGS

November 7, 2024 Planning & Zoning Board
November 12, 2024 Council
November 21, 2024 Planning & Zoning Board
November 25, 2024 Council
November 28 & 29, 2024 Thanksgiving Holiday City Offices Closed
December 5, 2024 Planning & Zoning Board
December 9, 2024 Council
December 16, 2024 Council (Please note date change)
December 19, 2024 Planning & Zoning Board
December 24 & 25, 2024 Christmas Holiday City Offices Closed
December 31, 2024 New Year's Eve City Offices Closed

ADJOURNMENT

As there was no further business, President Lawson-Rowe adjourned the meeting at 7:40pm.

Meredith Lawson-Rowe, President of
Council

Mollie Prasher, Clerk of Council



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: November 12, 2024

RE: A Resolution Authorizing the Mayor to Enter into an Agreement with OHM Advisors (OHM) for General Engineering Consulting and Professional Design Services

APPROVALS:

Joe Begeny
Stephen Cicak
Chris Shook
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

A Resolution Authorizing the Mayor to Enter into An Agreement with OHM Advisors (OHM) for General Engineering Consulting and Professional Design Services

WHEREAS, the Codified Ordinances of the City of Reynoldsburg require the City to select a Consulting City Engineer to provide engineering consulting and design services; and

WHEREAS, the City wishes to add an additional Consulting City Engineer that is eligible to provide engineering consulting and design services.

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

SECTION 1. That the Mayor be and is hereby authorized to enter into an agreement with OHM for the period of November 12, 2024 through December 31, 2025, for general engineering and professional design services for the City of Reynoldsburg.

See Exhibit A attached hereto and incorporated herein.

SECTION 2. That Council does hereby waive Section 174.04 Timetable for Selection Process.

SECTION 3. That this Resolution, upon approval by Council, shall be effective November 12, 2024 following the signature of the Mayor.

RE: Reynoldsburg City Engineer
Contract for 2020, 2021, 2022, & 2023

The following scope of services, price proposal, and schedule of services represent our understanding of the needs of the Municipality, based upon prior discussions, meetings, projects, and/or additional information made available at the time of this proposal. We look forward to our role in your community.

Proposal Outline

Proposal Outline.....	1
Identification	1
Task #1 Standard Engineering Services	2
Task #2 Professional Design Service Contracts	3
Price Proposal and Fee Schedule.....	4
Standard Terms and Conditions.....	5
Termination Clause.....	5
Authorization	5
Standard Terms & Conditions	5

Identification

The parties of the Agreement shall be referred to within this document as follows:

- “Municipality” shall refer to the City of Reynoldsburg, Ohio
- “Engineer” shall refer to Orchard, Hiltz & McCliment, Inc., dba OHM Advisors

Task #1 Standard Engineering, Planning, and Design Services

- Provide engineering services in your community as outlined herein. We are available to provide the following services for your community.
- Assumptions for services – hours and meetings anticipated:
 - We anticipate up to 8 hours per week (average) (50 weeks/year)
 - Council meeting (Anticipate up to 6 per calendar year)
 - Staff meetings (up to 1 per month)
 - Miscellaneous departmental meetings and conference calls (3 per month)
 - Hours will likely be higher during the peak construction season and emergency situations, and may be lower during the off-peak/winter months, etc.
- OHM is available to complete the following services under the hourly service arrangement:
 - Meeting Hours (as necessary and requested by the Municipality)
 - Attendance at Council Meetings, as necessary
 - Attendance at Planning Commission, Design Review, and BZA as necessary
 - Special meetings at the City Hall
 - Special meetings to attend on behalf of the Municipality, at neighboring communities, counties, or state agencies. (MPO, County, ODOT, Soil & Water, etc.), or with development applicants
 - Special meetings with funding agencies for project grants and loans
 - Concept planning for planning, landscape architecture, placemaking and urban design projects
 - Office Hours at OHM Advisors Office
 - Coordination of municipal inquiries
 - Preparation of grant applications, reports, etc. as requested
 - Engineering and city related staff reports and memorandums
 - Technical advisor on engineering issues referred from the Mayor, Council, Committees, or other Departments (Service, Development, Law).
 - Represent the Municipality to advise property owners on problems pertaining to engineering and planning, as they may relate to public sewers, waterlines, drainage patterns, and building grades.
 - Review and prepare preliminary sketches, layouts, estimates, or reports, concerning potential future capital improvement projects or planned or conceptualized public or private development projects (new development, landscape architecture and urban design).
 - Work with the administrative staff to organize, manage, and update Engineering related files, standards, and details.
 - Update Council regarding the status of engineering related matters as needed.
 - Provide Professional oversight of Standard Engineering Services.
 - Advise the Development Department and Planning Commission on planning and development related matters.
 - Assist the City with creative placemaking, landscape architecture, urban design, and beautification projects.
- Major Tasks
 - Assist with Capital Improvement Plans (CIP) – (Updated every year)
 - Review and assist as needed in preparing funding applications for various funding sources such as CDBG, OPWC, ODNR, FEMA, EPA, OWDA & ODOT.

Task #2 Professional Design Service Contracts

- This Task covers Professional Design Service Contracts, such as:
 - Pre-Design Services (Survey, Environmental, Traffic, Geotechnical, Planning, etc.)
 - Reports & Studies (Flood Studies, Traffic Studies, Environmental Studies, etc.)
 - Architectural, Engineering, and Planning Design Services (Plans & Specifications)
 - Public Bidding & Award Services
 - Plan Review Services
 - Construction Administration, Management, Inspection & Testing (CA/CM/CI)
 - Criteria Engineer/Architect Services (per ORC 153.692)
- Typical Architectural, Engineering, and Planning Design Projects requiring Professional Design Services:
 - Streets, Waterlines, Sanitary Sewers, Storm Sewers, Bridges and Culverts
 - Downtown redevelopment plans, trails, parks, and recreation plans and detailed design
 - Police, fire, and administrative/municipal buildings, and facilities evaluation, assessment and design/planning
 - Other publicly owned infrastructure projects
- Professional Design Service Contracts shall have the following:
 - Detailed scope of services, itemized pricing, and project schedule
 - No work shall commence on any project or task without written authorization to proceed by the Municipality
- If changes in the Scope of Services for a project are necessary, a revised price proposal and schedule shall be provided to the Municipality for approval, prior to proceeding with the work.

Price Proposal and Fee Schedule

MUNICIPALITY agrees to compensate ENGINEER an annual amount not to exceed Seventy-five Thousand Dollars and no cents (\$75,000.00) for the general engineering services outlined in Task 1 Standard Engineering, Planning, and Design Services. Payment for Standard Engineering Services shall be hourly not to exceed without prior written authorization of the CITY.

Items as outlined in Task 2 Professional Design Service Contracts will be fixed price proposal contracts that will be submitted to the City, upon request for authorization prior to the commencement of work as outlined in this Task.

All fees for service will be based on the attached 2020 hourly rate schedule (Exhibit A). The hourly rates may increase for contract years 2021, 2022, & 2023, at a maximum rate of 3% per year.

Contract Term

Contract shall commence on written approval and authorization by the Municipality and terminate on December 31, 2023.

Standard Terms and Conditions

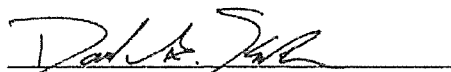
The Standard Terms and Conditions attached herein shall be in effect for the entirety of the Contract Terms shown above. The Standard Terms and Conditions shall also be considered a part of any and all future contracts associated with Task #2 the duration of those contracts.

Termination Clause

Upon 90 days advance written notice, either contracted party (Municipality or Engineer), may request termination of the contract. The termination date shall be the last day of any month, a minimum of 90 days from the date of written notice. This termination clause shall supersede Item 12 "Termination" of the Standard Terms & Conditions. All contract requirements and payment requirements shall apply through the final date of termination.

Authorization

OHM Advisors



David G. Krock, PE
Vice President of Ohio

City of Reynoldsburg

Name Date

Approved as to form:

Name Date

OHM Advisors

580 NORTH FOURTH STREET, SUITE 610 T 614.418.0600
COLUMBUS, OHIO 43215 F 614.418.0614

OHM-Advisors.com

Standard Terms & Conditions

1. THE AGREEMENT – These standard Terms and Conditions and the attached Proposal or Scope of Services, upon their acceptance by the Owner, shall constitute the entire Agreement between OHM Advisors, registered in the State of Ohio, and the Owner. The Agreement shall supersede all prior negotiations or agreements, whether written or oral, with respect to the subject matter herein. The Agreement may be amended only by mutual agreement between OHM Advisors and the Owner and said amendments must be in written form.
2. SERVICES TO BE PROVIDED – OHM Advisors will perform the services as set forth in the attached proposal or scope of services which is hereby made a part of the Agreement.
3. SERVICES TO BE PROVIDED BY OWNER –
The Owner shall at no cost to OHM Advisors:
 - a. Provide OHM Advisors' personnel with access to the work site to allow timely performance of the work required under this Agreement.
 - b. Provide to OHM Advisors within a reasonable time frame, any and all data and information as may be required by OHM Advisors to perform the services under this Agreement.
 - c. Designate a person to act as Owners representative who shall have the authority to transmit instructions, receive information, and define Owner policies and decisions as they relate to services under this Agreement.
4. PERIOD OF SERVICE – The services called for in this agreement shall be completed within the time frame stipulated in the Proposal or Scope of Services, or if not stipulated shall be completed within a time frame which may reasonably be required for completion of the work. OHM Advisors shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this agreement resulting from any cause beyond OHM Advisors' reasonable control.
5. COMPENSATION – The Owner shall pay OHM Advisors for services performed in accordance with the method of payment as stated in the Proposal or Scope of Services. Method of compensation may be lump sum, hourly; based on a rate schedule, percentage of the construction cost, or cost plus a fixed fee. The Owner shall pay OHM Advisors for reimbursable expenses for sub consultant services, equipment rental or other special project related terms at a rate of 1.15 times the invoice amount.
6. TERMS OF PAYMENT - Invoice(s) shall be submitted to the Owner not more often than monthly for services performed during the preceding period. Owner shall pay the full amount of the invoice within thirty days of the invoice date. If payment is not made within thirty days, the amount due to OHM Advisors shall include a charge at the rate of one percent per month from said thirtieth day.
7. LIMIT OF LIABILITY – OHM Advisors shall perform professional services under this Agreement in a manner consistent with the degree of care and skill in accordance with applicable professional standards of services of this type of work. To the fullest extent permitted by law and notwithstanding any other provision of this Agreement, the total liability in the aggregate, of OHM Advisors and its Officers, Directors, Partners, employees, agents, and sub consultants, and any of them to the Owner and anyone claiming by, through or under the Owner, for any and all claims, losses, costs or damages of any nature whatsoever arises out of, resulting from or in any way related to the project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of OHM Advisors or OHM Advisors' Officer, Directors, employees, agents or sub consultants, or any of them shall not exceed the amount of \$25,000 or OHM Advisors' fee, whichever is greater.

8. ASSIGNMENT – Neither party to this Agreement shall transfer, sublet or assign any duties, rights under or interest in this Agreement without the prior written consent of the other party.
9. NO WAIVER – Failure of either party to enforce, at any time, the provisions of this Agreement shall not constitute a waiver of such provisions or the right of either party at any time to avail themselves of such remedies as either may have for any breach or breaches of such provisions.
10. GOVERNING LAW – The laws of the State of Ohio will govern the validity of this Agreement, its interpretation and performance.
11. DOCUMENTS OF SERVICE – The Owner acknowledges OHM Advisors' reports, plans and construction documents as instruments of professional services. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the Owner upon completion of the work and payment in full of all monies due OHM Advisors, however OHM Advisors shall have the unlimited right to use such drawings, specifications and reports and the intellectual property therein. The Owner shall not reuse or make any modifications to the plans and specifications without prior written authorization by OHM Advisors. In accepting and utilizing any drawings or other data on any electronic media provided by OHM Advisors, the Owner agrees that they will perform acceptance tests or procedures on the data within 30 days of receipt of the file. Any defects the Owner discovers during this period will be reported to OHM Advisors and will be corrected as part of OHM Advisors' basic Scope of Services.
12. TERMINATION – Either party may at any time terminate this Agreement upon giving the other party 7 calendar days' prior written notice. The Owner shall within 45 days of termination, pay OHM Advisors for all services rendered and all costs incurred up to the date of termination in accordance with compensation provisions in this Agreement.
13. OHM ADVISORS' RIGHT TO SUSPEND ITS SERVICES – In the event that the Owner fails to pay OHM Advisors the amount shown on any invoice within 60 days of the date of the invoice, OHM Advisors may after giving 7 days' notice to the Owner, suspend its services until payment in full for all services and expenses is received.
14. OPINIONS OF PROBABLE COST – OHM Advisors' preparation of Opinions of Probable Cost represent OHM Advisors' best judgment as a design professional familiar with the industry. The Owner must recognize that OHM Advisors has no control over costs or the prices of labor, equipment or materials, or over the contractor's method of pricing. OHM Advisors makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual cost.
15. JOB SITE SAFETY – Neither the professional activities of OHM Advisors, nor the presence of OHM Advisors or our employees and sub consultants at a construction site shall relieve the General Contractor or any other entity of their obligations, duties, and responsibilities including, but not limited to, construction means, methods sequences, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and the health or safety precautions required by any regulatory agency. OHM Advisors has no authority to exercise any control over any construction contractor or any other entity or their employees in connection with their work or any health or safety precautions. The Owner agrees that the General Contractor is solely responsible for jobsite safety and warrants that this intent shall be made clear in the Owners agreement with the General Contractor. The Owner also agrees that OHM Advisors shall be indemnified and shall be made additional insureds under the General Contractors general liability insurance policy.
16. DISPUTE RESOLUTION – In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Owner and OHM Advisors agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation, unless the parties mutually agree otherwise.

OHM Advisors'

580 NORTH FOURTH STREET, SUITE 610
COLUMBUS, OHIO 43215

T 614.418.0600

F 614.418.0614

OHM-Advisors.com

2024 Hourly Rates

Our 2024 OHM billable rates are listed in the table below. The 2025 billing rates would reflect a 3% increase over the 2024 rates provided for this contract. Our employees continue to learn and grow their careers and will experience role and title changes over the period of a 2 year agreement. Our staff's specific rate will be invoiced at their current title and position at the time work is completed.

Classification	Level				
	I	II	III	IV	V
Professional Engineer	\$ 155	\$ 168	\$ 180	\$ 193	\$ 205
Graduate Engineer	\$ 135	\$ 141	\$ 148	\$ 154	\$ 160
Architect/Interior Designer	\$ 105	\$ 133	\$ 160	\$ 188	\$ 215
Landscape Architect	\$ 105	\$ 126	\$ 148	\$ 169	\$ 190
Planner	\$ 105	\$ 129	\$ 153	\$ 176	\$ 200
Project Coordinator/Urban Designer	\$ 80	\$ 103	\$ 125	\$ 148	\$ 170
Design Technician	\$ 100	\$ 118	\$ 135	\$ 153	\$ 170
Field Technician	\$ 85	\$ 100	\$ 120	\$ 140	\$ 160
Project Specialist	\$ 135	\$ 150	\$ 165	\$ 180	\$ 195
Professional Surveyor	\$ 145	\$ 155	\$ 165	\$ 175	\$ 185
Surveyor	\$ 105	\$ 114	\$ 123	\$ 131	\$ 140

Classification	Level		
	I	II	III
Administrative Support	\$ 75	\$ 100	\$ 125
Technical Aide	\$ 75	\$ 80	\$ 85
Subject Matter Expert	\$ 225	\$ 275	\$ 350

Principal	\$ 235
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**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: November 12, 2024

RE: An Ordinance to Amend Chapter 945 Sewer Charges, Section 945.02(c) Rate Schedule of the Code of Ordinances for the City of Reynoldsburg, an Declaring and Emergency

APPROVALS:

Joe Begeny
Chris Shook
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

The City of Columbus is raising sewer rates 6%; the City of Reynoldsburg will not increase over Columbus rates.

AN ORDINANCE TO AMEND CHAPTER 945 SEWER CHARGES, SECTION 945.02(C) RATE SCHEDULE OF THE CODE OF ORDINANCES FOR THE CITY OF REYNOLDSBURG, AND DECLARING AN EMERGENCY

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

SECTION 1. That Section 945.02(c) Rate Schedule of Chapter 945 Sewer Charges of the Code of Ordinances for the City of Reynoldsburg be and is hereby amended to read as follows:

945.02 Sewer Rate Schedule

(c) Sewer charges for any building or premises shall be based on water consumption for the buildings. Sewer rental charges are hereby established for all residential, commercial and industrial users, effective January 1, 2025 at the rate of eleven dollars and twenty-six cents (\$11.26) per 1,000 gallons.

SECTION 2. That existing Section 945.02(c) of Chapter 945 Sewer Charges be and is hereby repealed and replaced.

SECTION 3. That this Ordinance is effective immediately upon passage by Council and the signature of the Mayor and deemed to be an emergency in order it be effective January 1, 2025.

Utility Increase Comparison						
2025 Rate Increase						
Sewer Rate 2024 Water Rate 2024	\$10.62 \$10.02	Recommended Rate / WD NO Increase in 2025 for Reynoldsburg	1% over Columbus Rate		2% increase over Columbus	
			7.00%	8.00%	8.00%	9.00%
Increase from 2024 % Sewer		6.00%	\$11.26	\$11.36	\$11.47	\$11.47
Increase from 2024 % Water		7.00%	\$10.72	\$10.82	\$10.92	\$10.92
Based On Average Quarterly Usage		24000				
Current Water/Sewer Rate 2024/1000 Gallons		20.64		\$20.64	20.64	
Average Current Quarterly Bill		495.36		495.36	495.36	
Proposed Water/Sewer Rate 2024/1000 gallons		21.98		22.19	22.39	
Proposed Average Quarterly Bill		527.49		532.44	537.39	
Estimated total rate increase water and Sewer 1000 gallon		1.34		1.55	1.75	



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: November 12, 2024

RE: A Resolution Authorizing the Mayor to Enter into an Intergovernmental Working Agreement with Franklin Soil and Water Conservation District to Support the Big Walnut Watershed Coordinator Program Administered by Franklin Soil and Water Conservation District in Coordination with and Support from MORPC and the State Watershed Programs with ODNR and Ohio EPA

APPROVALS:

Joe Begeny
Stephen Cicak
Chris Shook
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

A Resolution Authorizing the Mayor to Enter into an Intergovernmental Working Agreement with Franklin Soil and Water Conservation District to Support the Big Walnut Watershed Coordinator Program Administered by Franklin Soil and Water Conservation District in Coordination with and Support from MORPC and the State Watershed Programs with ODNR and Ohio EPA

WHEREAS, the City Reynoldsburg has an annual contract with the Franklin County Soil and Water Conservation District to benefit the City's stormwater management permit compliance regarding public education and outreach, post construction and overall stormwater management practices.

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

SECTION 1. That the Mayor be and is hereby authorized to enter into an Intergovernmental Working Agreement with Franklin Soil and Water Conservation District to support the Big

Walnut Watershed Coordinator Program administered by Franklin Soil and Water Conservation District at a cost of \$26,115.00.

SECTION 2. That upon adoption by Council, this Resolution shall be in effect immediately following the signature of the Mayor.



Franklin Soil and Water Conservation District

Creating Conservation Solutions for Over 70 Years

2025 Intergovernmental Working Agreement with City of Reynoldsburg

This working agreement covers a reporting period starting January 1, 2025 and expires on December 31, 2025. The agreement is subject to the limitations of authorities, resources, and policies of the Franklin Soil and Water Conservation District and the City of Reynoldsburg (the City).

Franklin Soil & Water will provide the following services for the City:

Watershed Coordination for Big Walnut Watershed

These items benefit the City's stormwater management permit compliance with public education and outreach, post construction, and overall stormwater program management.

Staff will provide watershed coordination assistance which may include:

- 1) In coordination with the City, write grants and secure funding for implementation projects in Headwaters Blacklick Creek watershed and the City to help reduce the negative impacts of the streams in this watershed in the City and enhance their positive contributions.
- 2) Pursue implementing stormwater runoff mitigation projects and other restoration efforts in the Dysart Run watershed particularly.
- 3) Assist in reviewing legislation and regulations related to stream impacts on landowners and stormwater.
- 4) Assist with promoting Community Backyards and Rain Garden Cost Share including possibly a display at the Tomato Festival.
- 5) Highlight as appropriate stormwater mitigation and stream restoration projects in the City through written materials, presentations, and tours.
- 6) Provide assistance to residents as requested and appropriate.



- 7) Assist with compiling the Annual Report to Ohio EPA for 2024. This will include providing guidance, gathering materials, and entering data into the OEPA database as needed and requested.
- 8) Provide an overview of permit requirements and guidance with updated stormwater management plan as needed.
- 9) As resources allow, review stormwater utility for opportunities and develop stormwater messaging for storm drains and yard waste in Nepali.

Minimum Control Measure No. 1 & 2:

Public Education and Outreach; Public Participation and Involvement

- 1) Provide stormwater and natural resource education updates to interested residents through newsletters, factsheets, and website. Provide community PR staff, including Keith Kundtz, Mike Schulze and William Dorman, text, graphics, and videos that can be used for newsletter articles, brochures, website, and social media.
- 2) Contact 713 (7130/2/5) students K-12 through educational programs and materials. Education programs are targeted to stormwater and water quality. Work with City staff, including Mike Schulze, to increase contacts and programming within Reynoldsburg Schools.
- 3) Provide the City with Water Quality Partnership materials to reach out to City businesses. Target businesses with information on the community's stormwater program as well as actions they can take to improve water quality runoff. Businesses can sign a pledge for and commit to actions that will support the City's stormwater program goals. Participating businesses will receive a water quality partner window cling, periodic educational information and recognition on Franklin Soil and Water Conservation District's website. Staff will also continue outreach to remaining businesses who have signed up as community water quality partners.
- 4) Support developer outreach through Franklin Soil and Water Conservation District. The City will receive recognition in our Urban Review Newsletter that goes out about three times a year and in advertising for webinars and stormwater roundtables about 5 times a year. We will be sure to provide the MS4 community with a progress report for their Annual Report.
- 5) Staff will implement community backyard conservation incentive program. Participating residents will attend a storm water education workshop or participate in an online presentation. For their participation they will be eligible to receive up to a \$50.00 reimbursement for a rain barrel, compost bin, or trees and plants. Up to \$2,200.00 in reimbursements will be available to residents. This program will be promoted at one community workshop.
- 6) Staff will work with the City to launch the Invasive Species Trade-In Program, allowing residents to replace invasive species from a pre-approved list with native plants. This program will serve as an extension of the Community Backyards Program and Franklin SWCD will facilitate \$100 reimbursements on native plants/trees to residents. Residents will provide



proof of invasive species removal to Franklin SWCD staff, staff will approve and provide a list of approved residents to Reynoldsburg. Total reimbursements for this pilot program will not exceed \$1,000.

7) Staff will implement the Pick Up Poop program (PUP). Educational information will be provided to pet owners on the impacts of pet waste on stormwater using materials and messaging developed by Northeast Ohio Sewer District and the City of Columbus. The program will involve hot cards to explain the program, program display signs, a program webpage on Franklin Soil and Water’s website, online and paper pledge forms for residents, and pet waste disposal bags with dispenser for program promotion and as an incentive for completing the pledge. Attend and/or provide educational information for the Spooky Pooch Parade to promote the program.

8) Promote rain gardens and offer up to 2 rain garden cost shares for residents, schools, or businesses. This may include a workshop targeted on raingardens and advertising, tours, or public rain garden maintenance as well as \$500 in rebates.

**Minimum Control Measure No. 6:
Good Housekeeping**

1) Provide a Good Housekeeping Workshop for City staff.

Compensation:

The City shall compensate Franklin Soil and Water in the form of a grant in the amount of \$26,115. Funds will be expended as needed to meet the grant agreement and support Soil and Water’s current mission and goals.

A list of services provided will be maintained by Franklin Soil and Water. A biannual report shall be provided to the City that will include: Activities completed in that 6-month period and comparison of services provided and services anticipated.

In the event that assistance exceeds or is less than the estimated numbers for programs provided, the next year’s grant will be adjusted accordingly to compensate for the previous year’s numbers. Franklin Soil and Water reserves the right to request additional support for the current year if a request from the City is outside of this grant agreement and cannot be met with existing resources. If both parties agree that the amount of assistance provided is on target or close to target, the next year’s grant will be calculated solely on anticipated assistance needed.

It is Mutually Agreed:

That Franklin Soil and Water is a conservation technical and educational service agency; therefore, is not granted regulatory authority in the Ohio Revised Code.

That the City and Franklin Soil and Water will meet when necessary to review and coordinate activities and programs related to the working agreement.



That credit will be given jointly to Franklin Soil and Water and the City on products developed as part of this working agreement.

That this working agreement may be amended or terminated at any time by mutual consent of both parties and that the agreement may be terminated by either party giving sixty (60) days notice in writing to the other.



SIGNATURES

The signatures below certify consent to the above agreement.

FRANKLIN SOIL AND WATER CONSERVATION DISTRICT

Signature	Title	Date
-----------	-------	------

CITY OF REYNOLDSBURG

Signature	Title	Date
-----------	-------	------

ESTIMATED COSTS FOR REYNOLDSBURG GRANT

ACTIVITY		Cost Estimate
Watershed Coordination		
Watershed Coordination Support	Provide support for watershed projects to benefit water quality, stream function, and stormwater management, as well as provide assistance in complying with Ohio EPA permit and Annual Report.	\$10,200
MCM 1&2		
Stormwater updates and draft text for articles in newsletters or as requested.	General Support	\$1,000
Student Programming Contacts	Stormwater education programming provided to 713 students.	\$3,365
Water Quality Partnership	Provide program materials for City businesses and support to business completing pledges.	\$1,150
Developer Outreach	Support and receive credit for developer outreach efforts through Franklin Soil and Water.	\$2,000
Community Backyards	Promote community backyards program within the City, through website, press release, and social media. One workshop will also be organized and advertised in partnership with the City. (\$2200 for rebates, \$600 for workshop and \$1400 for program administration)	\$4,200
Invasive Species Removal	Promote invasive species trade-in to up to 10 residents at \$100 each. (\$600 for program administration, up to \$1,000 for rebates)	\$1,600
PUP Program	Educational information will be provided to pet owners on the impacts of pet waste on stormwater using materials and messaging, including Spooky Pooch Parade.	\$1,000
Rain Garden Support	Support for rain garden promotion and maintenance, including a workshop (\$1000) and \$500 for 2 (rolled over from 2024), \$250 rain garden cost shares.	\$1,000
MCM 6		
Good Housekeeping Workshop	Develop and provide a good housekeeping workshop to City staff.	\$600
TOTAL		\$26,115





**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: November 12, 2024

RE: An Ordinance to Amend Chapter 160 Employee Compensation, Section 160.02 Authorized Positions, Personnel, Classifications and Pay Grades, Section 160.03 Salary Schedule, Section 160.04 Other Compensation, Section 160.05 Overtime Eligibility, Section 160.07 Longevity, and Section 160.10 Educational Assistance for the City of Reynoldsburg, Ohio, and Declaring an Emergency

APPROVALS:

Joe Begeny
Stephen Cicak
Chris Shook
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

This ordinance is deemed to be an emergency for the financial needs of the City's government and needs to be effective January 1, 2025.

STAFF REPORT:

AN ORDINANCE TO AMEND CHAPTER 160 EMPLOYEE COMPENSATION, SECTION 160.02 AUTHORIZED POSITIONS, PERSONNEL, CLASSIFICATIONS AND PAY GRADES, SECTION 160.03 SALARY SCHEDULE, 160.04 OTHER COMPENSATION, SECTION 160.05 OVERTIME ELIGIBILITY, SECTION 160.07 LONGEVITY, AND SECTION 160.10 EDUCATIONAL ASSISTANCE FOR THE CITY OF REYNOLDSBURG, OHIO, AND DECLARING AN EMERGENCY

WHEREAS, the Council of the City of Reynoldsburg, Ohio, has determined that it is necessary to amend Chapter 160 Employee Compensation updates to Section 160.02 Authorized Positions, Personnel, Classifications and Pay Grades, Section 160.03 Salary Schedule, Section 160.04 Other Compensation, Section 160.05 Overtime Eligibility, Section 160.07 Longevity, and Section 160.10 Educational Assistance.

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

SECTION 1. That the City of Reynoldsburg, Ohio amend Section 160.02 Authorized Positions, Personnel, Classifications and Pay Grades, Section 160.03 Salary Schedule, Section 160.04 Other Compensation, Section 160.05 Overtime Eligibility, Section 160.07 Longevity, and Section 160.10 Educational Assistance for the City of Reynoldsburg policies as per Exhibit A attached hereto and incorporated herein.

SECTION 2. That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the City; wherefore, upon adoption by the Council, this Ordinance shall be in effect immediately upon signature by the Mayor.

City of Reynoldsburg, Ohio

Chapter 160

Employee Compensation

01/01/20~~24~~25

TABLE OF CONTENTS

160.01	DEFINITIONS.....	1
160.02	AUTHORIZED POSITIONS, PERSONNEL, CLASSIFICATION AND PAY GRADE.....	8
160.03	SALARY SCHEDULE.....	11
160.04	OTHER COMPENSATION.....	13
160.05	OVERTIME ELIGIBILITY.....	14
160.06	OVERTIME PAY.....	15
160.07	LONGEVITY.....	15
160.08	ADMINISTRATION OF PAY PLAN.....	16
160.09	GROUP INSURANCE.....	17
160.10	EDUCATIONAL ASSISTANCE.....	18
160.11	CITY CLOTHING PROVIDED.....	19
160.12	CITY CLOTHING PROVIDED (SENIOR POLICE MANAGEMENT).....	20
160.13	PAID FAMILY LEAVE	21

160.01 DEFINITIONS

Active Pay Status: Except where otherwise defined in this manual, active pay status is a period when an employee is eligible to receive pay directly from the City and includes hours worked, and/or paid leave.

ADA: Americans With Disabilities Act.

Appointing Authority: Elected Official, commission, board or body having the power to appoint, to remove, to suspend or otherwise discipline positions in any office, department, commission, or board.

BWC: abbreviation for Ohio Bureau of Workers' Compensation.

City: The City of Reynoldsburg, Ohio.

Classification (Class): a position, or group of positions that involve similar responsibilities and require similar qualifications to which the same schedule of compensation equitably applies.

Classification Plan (Class Plan): alphabetically arranged compilation of the classification specifications for employees of the City.

Classification Series: classifications which are closely related, and grouped to form a career progression.

Classification Title: descriptive name of a group of positions similar enough to be included under a single classification.

Classified Service: all persons in the employ of the City, not specifically included in the unclassified service.

Collective Bargaining Agreement: written agreement(s) entered into between the City and an exclusive representative of employees of the City pursuant to ORC Section 4117.

Commission: the Civil Service Commission of the City of Reynoldsburg, Ohio.

Compensatory Time: the substitution of earned hours off, in lieu of overtime pay.

Continuous Service: uninterrupted service of an employee with the City where no break in service occurs. Authorized leaves of absence, or any separation from service which carries with it the right to reinstatement or reemployment shall not constitute a break in service provided the employee is reinstated or reemployed within the allowable time. However, time spent on a leave of absence without pay, layoff, or other separation shall not be included where the completed service of the employee is utilized to determine eligibility for City-provided benefits, except where the employee has a right to such benefits under USERRA (Military Leave).

Day(s): unless otherwise specified, means calendar day(s).

Demotion: change in position that reduces the employee's scope of responsibility and compensation.

Department: city organizational unit directed and controlled by the City and charged with a specific public service function and mission.

Department Head: supervisor (as defined herein) charged with the responsibility of managing a department on behalf of the City. Also called Director in some departments.

Designee: any person authorized by the City or management official to perform a function with or on behalf of the City or management official.

Director: an unclassified supervisor (as defined herein) charged with the responsibility of managing a department on behalf of the City.

Discourteous Treatment: failure by an employee to treat others with respect, in a polite and courteous manner.

Dishonesty: disposition to lie, cheat, or defraud; untrustworthiness; lack of integrity.

Distribution: an act of distributing goods, materials, and/or written materials or literature.

Division: city organizational unit directed and controlled by the City and charged with a specific public service function and mission.

Division Head: supervisor (as defined herein) charged with the responsibility of managing a division on behalf of the City. Also called Superintendent in some divisions.

Earned Time: includes hours actually worked plus hours granted to the employee by the City for holiday, and/or any paid leave provided.

Employee: any person holding a position subject to appointment, removal, promotion, or demotion by the Appointing Authority.

Employee, Classified: an employee included in the Classified Civil Service of the City of Reynoldsburg as defined by City Charter.

Employee, Full-Time – Forty hours: A permanent employee who normally works a standard workweek of a minimum of forty (40) hours and is entitled to benefits and accruals based upon a forty (40) hour workweek.

Employee, Part-Time: an employee who works less than thirty (30) hours per week, who is not entitled to benefits except vacation pay, holiday pay, sick leave and personal(s) days based upon the workweek assigned. .

Employee, Seasonal: An individual hired primarily to perform services which because of climatic conditions or because of the seasonal nature of such service, it is customary to operate only during regular periods of forty weeks or less in any consecutive fifty-two weeks.

Employee, Service Date: date on which an employee was appointed to initial employment with the City adjusted for time off without pay, or any prior service credit.

Employee, Three-quarter time: a permanent employee who normally works a standard workweek of a minimum of thirty (30) hours and is entitled to benefits and accruals based upon a thirty (30) hour workweek.

Excused Absence: absence from work with the approval of the Appointing Authority or appropriate designee (e.g., sick leave, vacation, holiday, unpaid leave of absence, etc.).

Exempt Employee: salaried employee determined to be exempt from the minimum wage and overtime provisions of the Fair Labor Standards Act, and who therefore does not have to legally be paid the statutory minimum wage and/or be compensated, at premium rates, for additional hours worked in the workweek.

FLSA: abbreviation for the Fair Labor Standards Act.

FML: abbreviation for Family and Medical Leave.

Flex-Time: adjustment of an employee's work hours to avoid the employee working in excess of 40 hours in one (1) workweek or any other standard work period established in accordance with the FLSA.

Interim Appointment: Interim appointment, made necessary by reason of sickness, disability, or other approved leave of absence of regular officers or employees shall continue only during, such period of sickness, disability or other approved leave of absence. Interim appointments shall be made only to fill a vacancy that results from an employee's absence, or to fill a vacancy that results because of another employee receives an interim appointment.

Injury Leave: period of time granted by the Appointing Authority or designee for inability of the employee to work because of an on-the-job accident substantiated by a medical report.

Legal Holidays: days proclaimed by the Mayor as days which employees are normally not required to work and are paid the normal hours per day at the employee's prevailing rate.

Length of Service: interval from the employee's service date to any given date.

Longevity: Full-time and three-quarter employees of the City shall be eligible for longevity compensation as described in Chapter 160.07.

Non-Exempt Employee: an employee who is entitled to be paid the federal minimum wage and to be paid at the rate of one and one-half (1 1/2) times the employee's regular rate of pay for all hours worked in excess of 40 in the established workweek or other standard work period established in accordance with the FLSA.

O.R.C.: abbreviation for the Ohio Revised Code. Also abbreviated as R.C. when followed by a chapter or section number.

OSHA: abbreviation for Ohio's Occupational Safety and Health Act.

Occasional Labor/Independent Contract: an employee who works on an irregular schedule which is determined by the fluctuating demands of the work and is generally not predictable and not paid through a timesheet.

Overtime: time worked by non-exempt full-time employees in excess of the normal schedule forty-hour workweek.

Part-time: an individual that does not work a regular under a thirty-hour workweek .

PERS: abbreviation for the Public Employees Retirement System.

PFDPE: abbreviation for the Ohio Police and Fireman's Disability and Pension Fund.

Pay Period: the official pay period shall be biweekly.

Pay Plan: schedule of compensation rates established for all classifications or positions in the City service.

Personnel Actions: a specific act by the City to implement a personnel decision (e.g. hiring, promotion, demotion, suspension, removal, layoff, wage increases).

Personnel Decisions: such decisions include, but are not limited to: (1) recruitment, (2) selection, (3) placement, (4) testing, (5) training, (6) promotions and transfers, (7) layoff and recall, (8) removal, (9) disciplinary action, (10) employee benefits and compensation, and (11) tangible program services and benefits.

Position: group of duties and responsibilities assigned or delegated by competent authority to be performed by one (1) person. All of the positions listed in the organizational chart constitute positions within City. Positions and the duties of a position may be revised, but the employee's classification remains the same unless the position is reclassified.

Prevailing Pay Rate: rate of compensation in effect at any time.

Prior Service Credit: the City will allow service credit for any prior service an employee may have had with the City or any other Ohio governmental agency or Ohio political subdivision. Part-time service will be pro-rated for prior service credit purposes.

Promotion: change in position which results in an increase in an employee's compensation and responsibility.

Separation (except for cause): applies when the employee leaves the City service of his own volition.

Sick Leave: period of time granted by the Appointing Authority or appropriate designee due to inability of the employee to work because of physical or mental sickness, or injury due to an off-the-job accident.

Solicitation: act of requesting an individual to purchase goods, materials, or services, or a plea for financial contribution.

Superintendent: a classified individual who has been authorized by the City to perform or assist in performing some or all of the following: hiring, transferring, suspending, laying off, recalling, promoting, discharging, assigning, rewarding, interviewing, evaluating, approving leave requests, approving payroll time sheets or

disciplining employees under the direction of the City; to responsibly direct employees; to adjust their grievances; or to effectively recommend any of these actions. Also referred to as Supervisor.

Supervisor: a classified individual who has been authorized by the City to perform or assist in performing some or all of the following: hiring, transferring, suspending, laying off, recalling, promoting, discharging, assigning, rewarding, interviewing, evaluating, approving leave requests, approving payroll time sheets or disciplining employees under the direction of the City; to responsibly direct employees; to adjust their grievances; or to effectively recommend any of these actions. Also referred to as Superintendent.

Suspension: relief of an employee from duty without pay, usually for a short period of time as a disciplinary measure.

Temporary Appointment: Temporary appointments within the classified services are addressed in the Civil Service Rules.

Transfer: voluntary and/or involuntary reassignment from one position and/or department in the City service to another.

Training Appointment: In the event of a planned (i.e. retirement, notice given of separation) employee separation, the Appointing Authority may employ an additional employee for no longer than eight (8) weeks while the current employee continues their employment with the City.

Unclassified Service: those positions set forth in Section 7.03 of the City Charter as applied to the Civil Service of the City of Reynoldsburg. Positions in the unclassified service shall be exempt from all examinations.

Vacation Leave: period of time granted by the Appointing Authority or appropriate designee during which employees are exempt from work and paid at the employees prevailing rate.

Vacation Year: the interval of time based on the employee's service date with the City and extends from service date to service date.

Vendor: any individual or group engaged in or desiring to engage in the supply of goods, materials, or services, (which are utilized in the conduct of public business) to the City and/or its employees.

Work Area: any office, room, or physical location where official City business is transacted and/or operations of the City are conducted.

Work Time: the time when an employee's duties require that the employee be engaged in work tasks.

Written Reprimand: written record of disciplinary action, usually issued after a written warning has failed to improve an employee's conduct or when the employee has committed a more serious violation, which is provided to the employee and placed in the employee's personnel file in an attempt to improve the employees conduct and performance.

Written Warning: written documentation of a verbal counseling and instruction which is provided to the employee and placed in the employee's personnel file to correct any misconduct and improve the employee's conduct and performance.

160.02 AUTHORIZED POSITIONS, PERSONNEL, CLASSIFICATION AND PAY GRADE

<u>Position</u>	<u>Personnel</u>	<u>Classification</u>	<u>Pay Grade</u>
(a) ADMINISTRATIVE			
Mayor	1	Unclassified	See Sect.141.01
Auditor	1	Unclassified	See Sect.143.01
City Attorney	1	Unclassified	See Sect.147.03
<u>Budget Director</u>	<u>1</u>	<u>Unclassified</u>	<u>22</u>
Asst. City Attorney	1	Unclassified	22
Asst. City Prosecutor	1 p/t	Unclassified	19
Asst. City Prosecutor	1 F/T (3/4)		
City Attorney Secretary	1	Unclassified	15
City Attorney Clerk	1	Classified	12
Criminal Justice Program Administrator	1	Unclassified	14-A
Mayor's Secretary	1	Unclassified	15-A
Clerk of Courts	1	Unclassified	18
Assistant Clerk of Courts	1	Classified	11
Deputy Clerk	1 F/T (3/4)	Classified	9
Deputy Clerk	1	Classified	9
Clerk of Council	1	Unclassified	18
Asst. Clerk of Council	1 p/t	Unclassified	10
Tax Finance Manager	1	Classified	20
Deputy Auditor	1	Unclassified	15-A
Auditor Secretary/Payroll Specialist	1 F/T (3/4)	Unclassified	10
Finance Manager	1	Classified	22
Senior Accountant	1	Classified	17
<u>Accountant</u>	<u>1</u>	<u>Classified</u>	<u>15</u>
Civil Service			
Administrative Assistant	2 p/t	Unclassified	15
Public Information/Special Events			
<u>Manager- Director</u>	<u>1</u>	<u>Unclassified</u>	<u>1822</u>
Public Information Specialist	1	Classified	10
<u>Special Events Coordinator</u>	<u>1</u>	<u>Classified</u>	<u>8</u>
Diversity, Equity, Inclusion			
Compliance Manager	1	Classified	21
(b) DEPARTMENT OF COMPUTER SYSTEMS			
Director of Computer Systems	1	Unclassified	22
Network Systems Administrator	1	Classified	19
(c) DEPARTMENT OF DEVELOPMENT			
Development Director	1	Unclassified	22
Development Director			
Administrative Assistant	1	Unclassified	13
Planning & Zoning Administrator	1	Classified	19

Planner 1	1	Classified	14-A
Zoning Assistant	1	Classified	12

(d) HUMAN RESOURCES DEPARTMENT

Director of Human Resources	1	Unclassified	22
Human Resources Coordinator	1	Unclassified	14-A

(e) PARKS & RECREATION DEPARTMENT

Director	1	Unclassified	22
Administrative Assistant	1	Unclassified	13
Senior Center Manager	1	Classified	16
Senior Citizens Assistant	1	Classified	5
Senior Center Activities Instructor	1 p/t	Classified	3
Recreation Superintendent	1	Classified	18
Grounds Superintendent	1	Classified	18
Assistant Grounds			
Superintendent/Arborist	1	Classified	15-A
<u>Landscape Supervisor</u>	<u>1</u>	<u>Classified</u>	<u>14A</u>
Parks Grounds Maintenance	4	Classified	5
Field and Landscape Operator	2	Classified	6
<u>Streetscape Maintenance</u>			
<u>Equipment Operator</u>	<u>2*</u>	<u>Classified</u>	<u>6</u>

(To be shared with the Service Dept)

Horticulturist	1	Classified	14-A
Recreation Coordinator	1	Classified	7
Park Ranger	4	Classified	12
Horticulturist Assistant	1	Classified	9
Arborist Assistant	1	Classified	9
Seasonal & Occasional	Variable	Unclassified	See 160.03(d) & (e)

(f) POLICE DEPARTMENT

Director of Public Safety	1	Unclassified	22
Chief of Police	1	Classified	26A
Deputy Chief of Police	1	Classified	24A
Lieutenant	3	Classified	See Chapter 166
Sergeant	9	Classified	See Chapter 166
Police Officer	61	Classified	See Chapter 166
Dispatcher	9	Classified	See Chapter 162
Support Services Supervisor	1	Classified	16
Property Room Coordinator	1	Classified	10
Property Room Clerk	1p/t	Classified	7
Chief of Police			
Administrative Assistant	1	Classified	14A
Public Safety Records Technician	3	Classified	9
Public Safety Records/Research Technician	1	Classified	10

Court Specialist	1	Classified	10
Command & Staff Administrative Assistant	1	Classified	11
Accreditation Manager	1 p/t	Classified	10
Training Coordinator	1 F/T (3/4)	Classified	10
Court Liaison	2 FT (3/4)	Classified	13
Public Safety Social Worker Supervisor	1	Classified	17
Public Safety Social Worker/ Victim Advocate	2	Classified	16
Community Liaison/Advocate	1	Classified	14-A

(g) SERVICE DEPARTMENT

(1) Director of Public Service	1	Unclassified	22
Service Director			
Public Service Manager	1	Unclassified	21
Administrative Assistant	1	Unclassified	13
Administrative Assistant Front Desk	1	Classified	8
GIS Administrator	1	Classified	17
Maintenance Superintendent	1	Classified	18
Custodian	3	Classified	5
Maintenance Assistant Superintendent	1	Classified	14A
Building Maintenance Worker	1	Classified	11

(2) Building Division			
Chief Building Official	1 F/T (3/4)	Classified	21
Asst. Chief Building Inspector	1	Classified	17
Plans Examiner	1 F/T (3/4)	Classified	16
Building Inspector	2	Classified	15
Residential Building Inspector	1	Classified	14
Electrical Inspector	1 F/T (3/4)	Classified	14
Lead Permit Technician	1	Classified	15A
Permit Technician	1	Classified	11
Code Compliance Officer	4	Classified	10

(3) Water/Wastewater Division			
Superintendent	1	Classified	18
Asst. Superintendent	1	Classified	15A
Maintenance Spec /Equip Operator	7	Classified	10
Billing Manager	1	Classified	15
Account Clerk 2	4	Classified	9 10
<u>Administrative Assistant</u>	<u>1</u>	<u>Classified</u>	<u>9</u>

(4) Street Division			
Superintendent	1	Classified	18
Asst. Superintendent	1	Classified	15A
Administrative Assistant	1	Classified	89
(To be shared with Storm Water Utility Division)			
Maintenance Spec /Equip Operator	5	Classified	10
Maintenance Spec /Equip Operator	1*	Classified	10
(To be shared with Storm Water Utility Division)			
<u>Streetscape Maintenance</u>			
Equipment Operator	2*	Classified	6
<u>(To be shared with the Parks & Rec Dept)</u>			

Fleet Maintenance Supervisor	1	Classified	15A
Fleet Maintenance Technician	2	Classified	10

(4)(a) Storm Water Utility Division			
Asst. Superintendent	1	Classified	15A
Administrative Assistant	1	Classified	8
(To be shared with Street Division)			
Maintenance Spec /Equip Operator	2	Classified	10
Maintenance Spec /Equip Operator	1*	Classified	10
(To be shared with Street Division)			

(h) DEPARTMENT OF ENGINEERING

Director of Engineering	1	Unclassified	22
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SALARY SCHEDULE

160.03 SALARY SCHEDULE

(a) All permanent Part and Full Time Employees – NON SUPERVISORY PERSONNEL

THE FOLLOWING PAY GRADES
SHALL BE IN EFFECT ON JANUARY 1, ~~2024~~2025:

Grade	Step-1	Step-2	Step-3	Step-4	Step-5	Step-6
3	16.88	17.72	18.61	19.54	20.52	21.54
4	17.91	19.64	21.35	23.07	24.73	26.49
5	18.36	20.13	21.88	23.65	25.35	27.15
6	18.73	20.53	22.31	24.12	25.85	27.69
7	19.10	20.95	22.75	24.60	26.37	28.24
8	20.30	22.05	23.82	25.55	27.33	29.09
9	21.28	23.11	24.97	26.78	28.64	30.49

10	21.81	23.91	25.60	27.45	29.36	31.25
11	22.24	24.16	26.11	27.99	29.95	31.88
12	22.69	24.65	26.63	28.56	30.54	32.52
13	23.14	25.14	27.16	29.13	31.16	33.16
14	23.57	25.64	27.71	29.70	31.78	33.83
15	24.08	26.16	28.26	30.30	32.42	34.51

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

** Scale will automatically adjust by 2% each year beginning January 1, 2022.

Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
<u>3</u>	<u>\$ 17.56</u>	<u>\$ 18.43</u>	<u>\$ 19.35</u>	<u>\$ 20.32</u>	<u>\$ 21.34</u>	<u>\$ 22.40</u>
<u>4</u>	<u>\$ 18.63</u>	<u>\$ 20.43</u>	<u>\$ 22.20</u>	<u>\$ 23.99</u>	<u>\$ 25.72</u>	<u>\$ 27.55</u>
<u>5</u>	<u>\$ 19.09</u>	<u>\$ 20.94</u>	<u>\$ 22.76</u>	<u>\$ 24.60</u>	<u>\$ 26.36</u>	<u>\$ 28.24</u>
<u>6</u>	<u>\$ 19.48</u>	<u>\$ 21.35</u>	<u>\$ 23.20</u>	<u>\$ 25.08</u>	<u>\$ 26.88</u>	<u>\$ 28.80</u>
<u>7</u>	<u>\$ 19.86</u>	<u>\$ 21.79</u>	<u>\$ 23.66</u>	<u>\$ 25.58</u>	<u>\$ 27.42</u>	<u>\$ 29.37</u>
<u>8</u>	<u>\$ 21.11</u>	<u>\$ 22.93</u>	<u>\$ 24.77</u>	<u>\$ 26.57</u>	<u>\$ 28.42</u>	<u>\$ 30.25</u>
<u>9</u>	<u>\$ 22.13</u>	<u>\$ 24.03</u>	<u>\$ 25.97</u>	<u>\$ 27.85</u>	<u>\$ 29.79</u>	<u>\$ 31.71</u>
<u>10</u>	<u>\$ 22.68</u>	<u>\$ 24.87</u>	<u>\$ 26.62</u>	<u>\$ 28.55</u>	<u>\$ 30.53</u>	<u>\$ 32.50</u>
<u>11</u>	<u>\$ 23.13</u>	<u>\$ 25.13</u>	<u>\$ 27.15</u>	<u>\$ 29.11</u>	<u>\$ 31.15</u>	<u>\$ 33.16</u>
<u>12</u>	<u>\$ 23.60</u>	<u>\$ 25.64</u>	<u>\$ 27.70</u>	<u>\$ 29.70</u>	<u>\$ 31.76</u>	<u>\$ 33.82</u>
<u>13</u>	<u>\$ 24.07</u>	<u>\$ 26.15</u>	<u>\$ 28.25</u>	<u>\$ 30.30</u>	<u>\$ 32.41</u>	<u>\$ 34.49</u>
<u>14</u>	<u>\$ 24.51</u>	<u>\$ 26.67</u>	<u>\$ 28.82</u>	<u>\$ 30.89</u>	<u>\$ 33.05</u>	<u>\$ 35.18</u>
<u>15</u>	<u>\$ 25.04</u>	<u>\$ 27.21</u>	<u>\$ 29.39</u>	<u>\$ 31.51</u>	<u>\$ 33.72</u>	<u>\$ 35.89</u>

(b) SUPERVISORY PAY RANGE

Each year employees in the pay group will be given a merit increase based upon their performance and goals met each year. The Mayor will set the range each November, beginning in 2024 during the budget process. Once the range is established pay increases will be based on overall performance within the range set. Human Resources will develop the goal setting and evaluation process.

Pay Grade	Minimum	Maximum
14-A	\$27.81	\$49.44
15-A	\$28.84	\$51.50
16	\$29.87	\$53.56
17	\$30.90	\$57.68
18	\$31.93	\$59.74
19	\$32.96	\$61.80

20	\$33.99	\$63.86
21	\$41.20	\$65.92
22	\$43.26	\$67.98

(c) Senior Police Management

Pay Grade	Minimum	Maximum
24A	\$52.53	\$72.10
26A	\$57.58	\$77.25

(c) Part Time Employee

Part time employees' rate of pay shall be set by the Appointing Authority within the pay grade assigned.

(d) Seasonal Employee

1) Parks and Recreation Department:

Recreation Leader	\$9.50 <u>11.00</u> - \$25.00
Seasonal Maintenance Employee	\$10.00 <u>11.00</u> - \$25.00
Bus/Van Driver	\$9.50 <u>11.00</u> - \$ 25.00

2) Service Department

Water/Wastewater Laborer	\$10.00 <u>11.00</u> - \$15.00 per hour
Service Seasonal Laborer	\$10.00 <u>11.00</u> - \$15.00 per hour

3) Street Department

Street Seasonal Laborer	\$10.00 <u>11.00</u> - \$ 15.00 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 All Independent Contractors responsibilities must meet all requirement as defined by the Ohio Public Employees Retirement System.

Exceptions to this area are as follows:

(1) Parks and Recreation Department:

Umpire/Referee-	\$11.00 - \$100.00 per game
Program Assistant	\$ 11.00 - \$75.00 per game/hour

(2) Service Department (Building Division)

Building Plans Examiner	
Residential/Inspector	\$13.00 - \$16.00 per hour

College – Interns

Permitted by a department that has funding available within the department budget for a college intern that will be on payroll on a part-time basis not to exceed six-months after college graduation with a secondary degree. There will be no benefits, holiday, vacation and sick leave earned.

High School- Interns

- (a) If a high school student is receiving class credit for the internship and is performing duties during the academic year, there will be no compensation for this internship. The internship will be for one academic year. If no credit is given for the internship, then the student will be compensated in the hourly rate range of the Seasonal Recreation Leader pay.
- (b) High school students that are not receiving class credit and the duties are performed during the school recess will receive an hourly rate in the range of the Seasonal Recreation Leader pay. The internship will be in place no longer than the summer break.

160.04 OTHER COMPENSATION

(1) Water/Wastewater Departments – License Compensation

(a) Any hourly employee in the Water Department or Waste Water Department who receives a Class I, Class II, or Class III license from the Ohio EPA shall receive an additional amount per month for the highest held as follows:

Class I	\$ 75 <u>100</u> .00
Class II	\$ 100 <u>125</u> .00
Class III	\$ 150 <u>175</u> .00

(b) An employee may be compensated for the highest license regardless of how many are within the Department.

(2) All Second Shift Chapter 160 Eligible Employees Shift Differential

A shift differential of one dollar (\$1.00) per hour worked shall be paid to any Chapter 160 eligible employees when the majority of their regularly scheduled daily shift is after 1:00 p.m. and before 6:00 a.m. This applies to employees that work three-quarter or forty-hour workweek.

Employees who work less than 20 hours per week on a regular basis will receive no benefits.

(2) (3) Tomato Festival Event Staffing Compensation

Any employee that works a four-hour shift on Thursday OR Friday outside their regular work day AND a four-hour shift on Saturday of the Tomato Festival will receive their hourly pay and one (1) additional Personal day to be used no later than December 15 of the year earned. The Bonus Personal Day for 40-hour Full-Time employees will be calculated based upon your normal workday hours. (ie. 10-hour workday = 10-hour Bonus Personal Day; 8-hour workday = 8-hour Bonus Personal Day) Three-quarter Full-Time employees will receive a 6-hour Bonus Personal Day. 20-hour Part-Time employees will receive a 4-hour Bonus Personal Day.

Hourly rate is defined as current rate of pay or time and a half, if applicable.

Employees may elect to receive compensatory time in lieu of overtime if they wish.

Vacation and/or personal time requests will be approved by the Mayor during the Tomato Festival Event.

160.05 OVERTIME ELIGIBILITY

A. POLICY

1. Exempt (Salary): Administrative, executive, professional, and certain other employees paid on a salary basis may be exempted or may fall into one of the specific categories of "non-covered" employees under the FLSA. The following positions are exempt from overtime compensation:

Service Director	Superintendent of Streets
Development Director	Superintendent of Water/Wastewater
Parks & Recreation Director	Chief Building Official
Human Resources Director	Clerk of Courts
<u>Budget Director</u>	
Chief of Police	Tax Administrator
Deputy Chief of Police	Finance Manager
Computer Systems Director	Assistant City Prosecutors
Clerk of Council	Planning & Zoning Administrator
Assistant City Attorney	Public Service Manager
Parks Grounds Superintendent	Recreation Superintendent
Senior Accountant	Building Maintenance Superintendent
Criminal Justice Program Administrator	Special Events/Public Information
	<u>Manager Director</u>
Diversity Equity Inclusion Compliance Manager	Public Safety Social Worker/Victim Advocate Supervisor

Such employees shall not receive a reduction in pay for absences of less than an entire work period (normally five [5] days). Absences will first be deducted from the employee's accumulated sick leave, vacation, or other paid leave time, as appropriate. Sick leave, vacation leave, and holiday pay are based upon a 40 hour week for exempt employees.

2. Non-exempt (Hourly): Employees that fall into the non-exempt status, either by ordinance or the federal Fair Labor Standards Act (FLSA), are paid a set wage on an hourly basis.
3. Part-time employees are expected to work their normally prescribed amount of work hours as determined by the City.

160.06 OVERTIME PAY

(a) Overtime will be authorized by the Appointing Authority or designee when it is necessary to prevent loss of life, damage to property, or to continue essential City services. Only full-time non-exempt employees are eligible for overtime pay.

(b) Full-time employees required to work, in excess of the established regular work week, holidays and/or any paid leave during the scheduled work week, shall be compensated for the excess hours at the rate of one and one-half (1½) times their current rate of pay. Employees must submit a time sheet by noon on Monday in order to be paid for overtime in the prior two (2) weeks. If not, overtime will be paid in the following pay period. Part-time employees must work more than forty (40) hours per week in order to qualify for overtime pay.

(c) The work period for calculating overtime shall be 12:00 a.m. Saturday through 11:59 p.m. Friday, unless the City has established an alternative work period for certain classes of employees. The City's right to use dual calculations to compute overtime owed to employees covered by collective bargaining agreements remains intact.

(d) In case of death of an employee, any earned overtime hours worked credited to such employee shall be paid to the surviving spouse, or to the estate of the deceased, if there is no surviving spouse.

160.07 LONGEVITY

Effective June 12, 2023, full-time (three-quarter to forty hour) non-bargaining unit employees of the City shall be eligible for longevity compensation on the anniversary of five (5) years of continuous service. Employees who are eligible for longevity prior to November 1, 2014 will have an adjusted longevity payment date of November 1. Longevity will be paid on the pay period that includes November 1 annually.

Full-time non-bargaining unit employees who become eligible for longevity as of November 1, 2014 will be paid longevity on their actual anniversary date with the city. The new rate effective January 1, 2023 is:

<u>From</u> (Anniversary)	<u>To</u> (Conclusion of):	
of 5 th year	9 th year	\$ 650.00 annually
10 th year	14 th year	\$ 900.00 annually

15 th year	19 th year	\$ 1,050.00 annually
20 th year	----	\$ 1,200.00 annually

Employee must be employed by the City of Reynoldsburg on their longevity payment date to receive longevity pay. Longevity pay will not be prorated.

160.08 ADMINISTRATION OF PAY PLAN

(a) SALARY SCHEDULE AND PAY GRADES

- 2) Effective January 1, 2021 the City will update the step program for non-bargaining unit employees in pay grades 1 through 15 in non-supervisory roles as reflected in 160.03 (a). Effective January 1, 2021, any adjustments in step assignments will be made at the discretion of the Appointing Authority to fall in line with the new step program being implemented. Effective January 1, 2023, each employee will then move through their steps on their anniversary date of each year that falls on years that end in odd numbers. Effective January 1, 2022 and each January 1 thereafter the scale will adjust by two percent (2%) each year.

- 2) The Appointing Authority will determine what step an individual is assigned based upon the qualification at the time of the initial hiring/transfer/promotion.

In the event an individual does not meet expectations on their annual review, moving to the next step could be delayed. Any employee not meeting performance standards will be notified of a delay of the step increase by six-months. At the six-month mark there will be another evaluation of performance and if the employee meets the performance standards, they will be granted their step increase and then move forward to their next step on their anniversary date. The denial of an increase is not a disciplinary action nor a reduction in pay, the employee has simply not earned an increase.

- 3) If there are specific required certifications and/or licenses that is required for a position and it is achieved, the Appointing Authority may authorize the moving to a higher step within the range.
- 4) For supervisory staff in pay grades 14 -26A hiring rate of pay will be based upon the minimum and maximum range set forth in each pay grade, based upon qualifications and approval of the appointing authority. Annual increases will be based upon annual performance reviews/feedback from their supervisor and/or Appointing Authority within the approved ranges and will be effective January 1 of each year. Any other salary adjustments will be made at the discretion of the Appointing Authority.
- 5) All employee change forms shall be signed by the Appointing Authority, City Auditor or designee of the City Auditor, and the Human Resources Director to confirm that such change forms are consistent with the requirements set forth in Chapter 160.

(b) Cost of Living Adjustments

On January 1st of each calendar year that is an even number, there will be a two-percent (2%) cost of living adjustment for all non-bargaining unit employees.

(c) Promotions

Upon promotion, the employee's rate of pay shall be adjusted from their current pay grade and step and to the assigned pay grade and the step determined by the Appointing Authority.

(d) Transfers and Certain Other Appointments

Upon lateral transfer or appointment to a classification within the same Pay Grade, the employee's pay rate will be set by the Appointing Authority pursuant to Section 160.08 (a) (2). If that lateral transfer or appointment is to a classification with a lower Pay Grade, the appointing authority may establish the employee's pay at an equitable rate within the lower Pay Grade authorized by Reynoldsburg Chapter 160.03 Salary Schedule. Promotion transfers and appointments will be approved by the Appointing Authority. All benefits are retained when an employee transfers or is appointed to another position within the service of the City for any reason.

160.09 GROUP INSURANCE

(a) Each non-bargaining unit employee eligible for medical insurance under the Affordable Health Care Act is entitled to such benefits provided by a group insurance contract, the premiums of which, including premiums for dependent coverage, if appropriate, shall be paid by the City less an employee/newly elected or appointed official premium contribution of twelve percent (12%) of the total monthly premium for health, and seven percent (7%) for dental and vision insurance unless otherwise specified. Premium contributions shall be paid by payroll deduction. Coverage's and exclusions are as follows:

1. Effective January 1, 2014, eligible non-bargaining unit employees and each newly elected official serving in the Mayor, City Attorney and City Auditor who choose to utilize the City's medical insurance will pay twelve (12%) of the monthly premium contribution.
2. Effective January 1, 2008 for eligible non-bargaining unit employees and place into the H.S.A. amounts for single and family coverage as determined annually by City Council. Contributions for elected officials shall be equal to the contribution for full-time non-bargaining unit employees. Said amounts will be placed into the individual H.S.A. by the Auditor not later than January 15th of each year or as determined by the appropriate Labor Agreement.
 - A. The following shall apply for each full-time non-bargaining employee and is eligible and covered by Medicare coverage:

The City will reimburse said full-time non-bargaining unit employee or

elected official for qualified medical expenses and prescriptions that meet the insurance plan deductible coverage up to the same contribution level of those not covered by Medicare.

3. Full-time non-bargaining unit employees required to forfeit insurance coverage because their spouse is also a covered City employee shall receive twenty-five (25) dollars per month while such forfeiture is in effect.
4. Full-time employees may “opt out” of City provided health insurance provided they supply a certificate of coverage from another provider. Non-bargaining unit employees who “opt out” of employee only coverage will be paid One Thousand Five Hundred Dollars (\$1,500.00) annually. Non-bargaining unit employees who “opt out” of family coverage will be paid Two Thousand Five Hundred Dollars (\$2,500.00) annually and any non-bargaining unit employee opting to take employee only coverage in lieu of family coverage, except as determined by Section (4) above, will be paid One Thousand Five Hundred Dollars (\$1,500.00) annually. All dates of payments made under this “opt out” provision will be determined by the Auditor.
5. Each permanent three-quarter (30 hour) or more non-bargaining unit employee shall receive a minimum of Fifty Thousand Dollars (\$50,000.00) or one times annual salary Life insurance rounded off to the next higher One Thousand Dollars (\$1,000.00), plus an equal amount of Accidental Death Insurance. Part-time elected officials do not receive Life Insurance benefits. Premiums shall be fully paid by the City. The city shall provide police liability insurance for all police officers.

Effective January 1, 2001 each full-time, non-bargaining unit employee is entitled to disability benefits provided by an insurance carrier, the premium of which is paid by the City of Reynoldsburg.

160.10 EDUCATIONAL ASSISTANCE

1. All full-time non-bargaining unit employees are eligible to participate in the Educational Assistance Incentive Program of the City. Participation is voluntary and available to those who elect job-related self-development activities during non-working hours. All coursework must be taken in accordance with a Planned Program of Professional Improvement approved by the appointing authority in advance.
2. The allowances for assistance are as follows:
 - A. All full-time non-bargaining unit employees are eligible to participate in the Educational Assistance Incentive Program of the City. Participation is voluntary and available to those who elect job-related, self-related, self-development activities during non-working hours. All coursework must be

taken in accordance with a Planned Program of Professional Improvement approved by the appointing authority in advance.

B. The allowances for assistance are as follows:

1. The annual allowance for college credit coursework education assistance (per non-bargaining unit employee) is ~~\$3,000.00~~ \$3,500 per academic year.
 2. The annual allowance for non-college credited coursework education assistance (per non-bargaining unit employee is \$1,000.00 per academic year
 3. Annual text book reimbursement shall not exceed fifty percent (50%) of the actual cost of textbooks for college credit coursework and \$250.00 for non-college credit coursework during the academic year.
 4. All coursework must be preapproved before commencement of the course
3. To qualify for assistance, plan participants shall satisfactorily complete the course(s) with a grade of C or better, or pass a pass/fail course. Reimbursement shall be made upon submission of official transcripts, tuition statements, and receipts for textbooks.
 4. An employee who has received educational assistance must remain an employee for one (1) year following completion of the courses for which assistance was received. Should an employee separate from service with the City of Reynoldsburg within the one (1) year period, except in the event of a disability retirement, that employee must repay any assistance received in the one (1) year period.

160.11 CITY CLOTHING PROVIDED

1. The Appointing Authority reserves the right to prescribe appropriate attire and grooming and to set standards which are deemed to be in the best interest of the City and ensure an appropriate image for the City.
2. The Appointing Authority requires that an employee's clothing, grooming, and overall appearance be appropriate, in good taste, present a favorable public image, and be in conformity with regulations established by the City due to the specialized nature of service provided or the employment position maintained.
3. Clothing shall be conducive to the safe and effective performance of required job duties.
4. Certain employees may be required to wear regulation uniforms while on duty. The applicable departments may establish policies and procedures governing uniforms. When employees are required to wear a regulation uniform, the City shall provide the uniforms and/or provide a uniform allowance as prescribed by the City ordinance or applicable collective bargaining agreement.

5. Employees are required to keep uniforms neat, clean, and in good repair. City-issued uniforms may only be worn by employees while conducting official City business.
6. The City shall provide standard work clothing and safety equipment for all maintenance employees of the Parks and Recreation, Service, Street, Vehicle Maintenance, Water/Waste Water, Storm Water Utility and the Building Department employees. Each item of work clothing shall be suitably and permanently identified as belonging to the City. Any item unaccounted for shall be charged to the employee.
7. Employees not required to wear uniforms daily, may be provided shirts, sweaters, and jackets, etc. with the City of Reynoldsburg logo. The clothing may be worn for work at any time but are primarily to be worn for special events where it is desired the City of Reynoldsburg employees can be identified.

All clothing purchased must be approved colors and be branded with City of Reynoldsburg logo/name. Department directors are responsible for approving clothing options with the City of Reynoldsburg logo.

While wearing city branded clothing, employees are to conduct themselves in a professional manner. This portion of the policy does not negate the ability of the City of Reynoldsburg from providing protective clothing, boots, vests, gloves, aprons or other items deemed protective in nature and intended for specific purposes.

Uniforms or clothing purchased by the city and distributed to employees will be treated as a fringe benefit, included as wages to the employee and subject to withholding tax purposes unless not permit by law.

160.12 CITY CLOTHING PROVIDED (SENIOR POLICE MANAGEMENT)

In addition to non-conflicting provisions in Section 7.07, the following shall apply to Senior Police Management.

The City shall furnish the basic uniforms and new equipment for all sworn officers. Uniform parts and equipment shall be replaced by the City on an as-needed basis. All uniforms and equipment purchased by the City remain the property of the City and must be returned when a member is separated from City service for any reason.

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

The City shall repair or replace all uniform items damaged or destroyed in the line of duty so long as the damage was not due to the employee's misconduct or negligence.

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

Employees assigned to plain clothes or administrative duty shall be permitted to purchase civilian clothing and components up to the reimbursable amount as agreed upon in the collective bargaining agreement.

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

Employees shall be reimbursed for necessary dry cleaning of uniforms or plain cloths items. Dry cleaning will be provided to staff who serve as Court Liaisons. Employees shall utilize the dry cleaning facility or facilities designated by the City.

The City will provide clothing/equipment per the collective bargaining agreements.

SECTION 160.13. PAID FAMILY LEAVE

(a) For purposes of this Section, the following terms and definitions apply:

- (1) "Family and Medical Leave Act" or "FMLA" shall mean The Family and Medical Leave Act of 1993, 29 U.S.C. Section 2601 et seq.
- (2) "Parent" shall mean an employee who is (a) either a biological, adoptive, step- or foster father or mother of a child, or (b) providing day-to-day care and financial support for a child who does not receive care and support from a biological, adoptive, step- or foster father or mother.
- (3) "Paid parental leave" shall mean a ten-week leave of absence for the purpose of a parent bonding with a newborn or with a newly adopted child in which the employee is compensated at 100 percent of his or her regular base rate of pay. Paid parental leave shall be in addition to, and not reduce, an employee's balance of any other accrued paid leave provided to the employee by the City, including short-term disability associated with childbirth.

(b) All full-time and three-quarter time non-bargaining unit employees who have been employed with the City for 12 or more months at the time of the birth, adoption, shall be eligible to take paid parental leave one time in a 12-month period. Employees covered under a collective bargaining agreement are eligible for parental leave as negotiated and detailed in their respective contracts. The requirement for one year of employment at the time of birth or adoption will be effective January 1, 2024.

- (c) Paid parental leave must be taken in one uninterrupted period of leave time and must be taken within 12 months following the birth or placement of a child for adoption or foster care. Paid parental leave entitlement is ten (10) weeks of paid leave.
- (d) Paid parental leave shall run concurrently with Family Medical Leave Act leave and be counted against the amount of FMLA leave available to non-bargaining unit employees taking these benefits.
- (e) Whenever the birth or placement of a child for adoption or foster care is foreseen, the employee must provide the Director of Human Resources at least 30 days' notice of his or her intention to take paid parental leave or paid childbirth leave.
- (f) A non-bargaining unit employee who would otherwise be eligible for paid parental leave pursuant to above, whose child is stillborn or dies during the third trimester of pregnancy, is eligible for four (4) calendar weeks of paid parental leave following the date of death of the unborn or stillborn child. In the event the newly born or adopted child dies during the period of time that the employee is on paid parental leave, the non-bargaining unit employee shall be entitled to the full extent of the paid parental leave permitted above, and the paid parental leave shall not terminate due to the death of the child. All other provision of the paid parental leave granted pursuant to above shall apply.
- (g) If a non-bargaining unit employee is enrolled in group health insurance or other insurance benefits sponsored by the City, these benefits will continue as if the employee had not taken leave.
- (h) Paid parental leave taken by a non-bargaining unit employee shall not be counted as time worked for the purposes of calculating overtime.
- (i) The Director of Human Resources shall promulgate a policy related to provision of medical documentation, adoption or foster documentation, intermittent leave, returning to work, confidentiality and any other relevant considerations not inconsistent with this Section or the Family and Medical Leave Act.



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: November 12, 2024

RE: An Ordinance to Amend the Personnel Procedure Manual Regarding Educational Assistance Incentive Program, Vacation Leave, Holidays, and Sections Relative to the CBA Collective Bargaining Agreement, and Declaring an Emergency

APPROVALS:

Joe Begeny
Chris Shook
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

Deemed to be an emergency for the financial needs of the City's government and to be effective January 1, 2025.

STAFF REPORT:

AN ORDINANCE TO AMEND THE PERSONNEL PROCEDURE MANUAL REGARDING EDUCATIONAL ASSISTANCE INCENTIVE PROGRAM, VACATION LEAVE, HOLIDAYS, AND SECTIONS RELATIVE TO THE CBA COLLECTIVE BARGAINING AGREEMENT, AND DECLARING AN EMERGENCY

WHEREAS, the Council of the City of Reynoldsburg, Ohio, has determined that it is necessary to update Reynoldsburg's Personnel Procedure Manual.

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

SECTION 1. That the City of Reynoldsburg Ohio Personnel Procedure Manual does hereby amend the Educational Assistance Incentive Program, Vacation Leave, Holidays, and various sections as they relate to the CBA Collective Bargaining Agreement to read as follows:

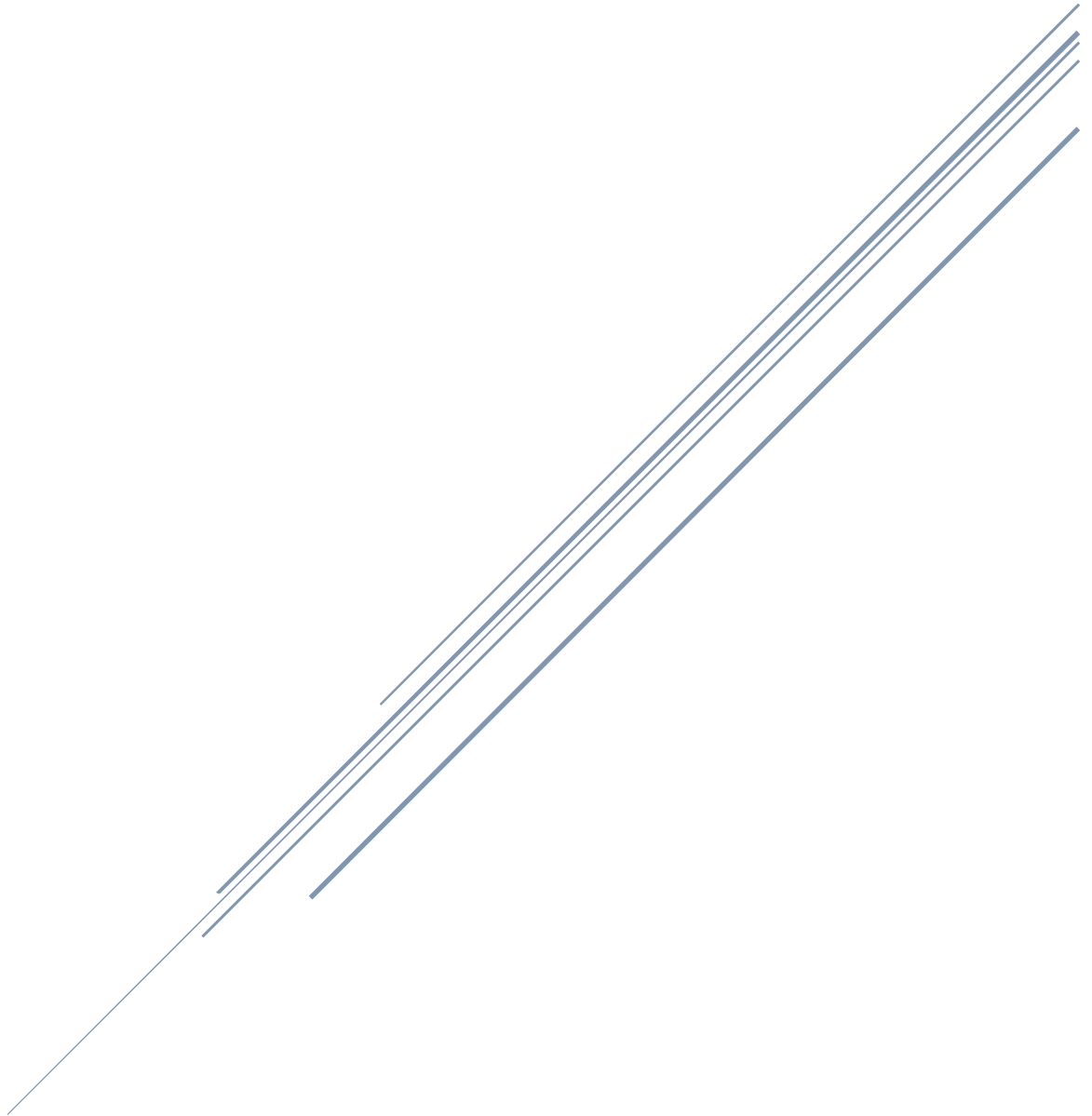
See Exhibit A attached hereto and incorporated herein.

SECTION 2. That this Ordinance is deemed to be an emergency measure necessary for the

financial needs of the City and further to have the policy in place on January 1, 2024; wherefore, upon adoption by Council this Ordinance shall be in effect immediately upon signature by the Mayor.

CITY OF REYNOLDSBURG

PERSONNEL PROCEDURE MANUAL



Contents

INTRODUCTION OF PERSONNEL PROCEDURE MANUAL	3
EQUAL EMPLOYMENT OPPORTUNITY POLICY	4
AMERICANS WITH DISABILITY ACT.....	4
UNLAWFUL DISCRIMINATION AND HARASSMENT	6
REPORTING HARASSMENT OR DISCRIMINATION	6
EMPLOYEE CONDUCT	8
CLASSIFICATION STATUS.....	8
PROBATIONARY PERIOD	9
POLICE COMMAND STAFF PROMOTIONS.....	9
REDUCTION IN FORCE	14
MEDICAL EXAMINATIONS AND DISABILITY SEPARATION	14
WORKPLACE ROMANCES	16
NEPOTISM	16
ETHICS/CONFLICTS OF INTEREST	17
PERSONNEL FILES AND INFORMATION.....	18
OUTSIDE EMPLOYMENT	19
RESIGNATION	19
POLITICAL ACTIVITY	19
PERFORMANCE EVALUATIONS.....	21
SOLICITATION	21
PAYCHECKS.....	22
REPORTING TO WORK AND TARDINESS	22
HOURS OF WORK AND OVERTIME	23
WORKING FROM HOME	24
COMPENSATORY TIME	25
CALL-IN PAY	26
EMERGENCY HOLIDAY CALL IN PAY.....	26
INCLEMENT WEATHER	26
EDUCATIONAL ASSISTANCE INCENTIVE PROGRAM	27

SICK LEAVE	28
FAMILY MEDICAL LEAVE ACT ("FMLA")	31
INJURY LEAVE	41
LEAVE DONATION	42
CIVIC DUTY LEAVE.....	44
VACATION LEAVE.....	44
FUNERAL LEAVE.....	46
MILITARY LEAVE	47
UNPAID LEAVE.....	48
HOLIDAYS	48
WORKERS' COMPENSATION	50
TRANSITIONAL WORK PROGRAM	51
CREDIT CARD FLEET POLICY.....	52
TRAVEL POLICY AND REIMBURSEMENT	53
COMPUTER USE POLICY	55
SOCIAL MEDIA LIMITATIONS.....	63
CITY PROPERTY	64
FLEET SAFETY POLICY.....	64
TOBACCO USE POLICY	69
DRUG AND ALCOHOL POLICY	69
WORKPLACE VIOLENCE	75
PERSONAL APPEARANCE	76
INVESTIGATIONS AND DISCIPLINE.....	77
COMPLAINT PROCEDURE	79
DURATION OF RECORDS	79
LACTATION BREAKS	79
CONCEALED CARRY.....	81
AUDITOR OF STATE FRAUD REPORTING SYSTEM.....	82
CONTACT WITH NEWS MEDIA/RESIDENTS	82
EMPLOYEE INFORMATION AND RECORDS	83

INTRODUCTION OF PERSONNEL PROCEDURE MANUAL

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

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

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

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

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

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

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

EQUAL EMPLOYMENT OPPORTUNITY POLICY

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

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

AMERICANS WITH DISABILITY ACT

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

The City will provide reasonable accommodation to a qualified applicant or employee with a disability unless the accommodation would pose an undue hardship on or direct threat to the facility. Decisions as to whether an accommodation is necessary and/or reasonable shall be made on a case-by-case basis after engaging in an interactive process. An employee who wishes to request an accommodation shall direct such request to the HR Director, or EEO/ADA Coordinator, each of whom shall have the authority and responsibility to investigate and take appropriate action. Requests for accommodation should be in writing to avoid confusion; however, verbal requests will be considered. The employer and employee will meet and discuss whether an accommodation is appropriate and, if applicable, the type of accommodation to be given.

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

Definitions

Sex-Based Discrimination

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

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

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

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

Examples.

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

1. Submission to the conduct is made either explicitly or implicitly a term or condition of an individual's employment.
2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual.
3. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment. Harassment on the basis of an employee's membership in any protected classification (as set forth above) is unlawful, will not be tolerated, and must be reported.
4. Unlawful discrimination and harassment does not generally encompass conduct of a socially acceptable nature. However, some conduct that is appropriate in a social setting may be inappropriate in the work place. A victim's perceived acquiescence

in the behavior does not negate the existence of unlawful discrimination or harassment. Inappropriate conduct that an employee perceives as being “welcome” by another employee may form the basis of a legitimate complaint.

5. Additional examples of unlawful sexual harassment may include, but are not limited to: repeated unwanted and/or offensive sexual flirtations, advances or propositions; verbal abuse; graphic comments; display of objects, pictures or displays through other media; offensive, abuse and/or unwanted physical contact.

UNLAWFUL DISCRIMINATION AND HARASSMENT

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

Off Duty Conduct

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

REPORTING HARASSMENT OR DISCRIMINATION

It is the responsibility of the City to maintain an environment that is free from unlawful discrimination or harassment. Employees who feel they have been subject to unlawful discrimination or harassment by a fellow employee, supervisor, or other individual otherwise affiliated with the City shall immediately report the conduct, in writing, the Human Resources Director, who shall have the authority and responsibility to investigate and take appropriate action concerning the complaint. Similarly, employees who feel they have knowledge of discrimination or harassment, or who have questions or concerns regarding discrimination or harassment, shall immediately contact their supervisor. Late reporting of complaints and verbal reporting of

complaints will not preclude the City from taking action. However, so that a thorough and accurate investigation may be conducted, employees are encouraged to submit complaints in writing and in an expedient manner following the harassing or offensive incident. All supervisors are required to follow up on all claims or concerns, whether written or verbal, regarding unlawful discrimination and harassment.

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

Retaliation.

Anti-discrimination laws prohibit retaliatory conduct against individuals who file a discrimination charge, testify, or participate in any way in an investigation, proceeding, or lawsuit under these laws, or who oppose employment practices that they reasonably believe discriminate against protected individuals, in violation of these laws. The law also prevents retaliatory conduct against individuals who are close friends or family members with an individual who engaged in protected conduct. The City and its supervisors and employees shall not in any way retaliate against an individual for filing a complaint, reporting harassment, participating in an investigation, or engaging in any other protected activity. Any employee who feels he has been subjected to retaliatory conduct as a result of actions taken under this policy, or as a result of his relationship with someone who took action under this policy shall report the conduct to their supervisor immediately. Disciplinary action for filing a false complaint is not a retaliatory act.

False Complaints.

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

Corrective Action.

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

Coverage.

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

EMPLOYEE CONDUCT

A fair, inclusive and respectful workplace is vital to all individuals and is essential to the success of the staff of the City of Reynoldsburg. Therefore, the City of Reynoldsburg is committed to promoting an environment where employees respect each other regardless of their roles or responsibilities, or the nature of their contributions.

Every employee of the City of Reynoldsburg has the right to work in a respectful workplace. In order to promote and sustain a workplace where all employees are treated with respect and dignity, regardless of their status or position, each employee is expected to show respect in all interactions with coworkers of interpersonal behavior, communication and professionalism.

CLASSIFICATION STATUS

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

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

PROBATIONARY PERIOD (Unless covered under CBA collective bargaining agreement – See contract)

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

A newly hired probationary period may be removed at any time during their probationary period due to unsatisfactory work performance. If an employee is removed during their original appointment probationary period, the employee lacks any appeal rights. Time spent on inactive pay status or non-paid leave of absence shall not be counted toward the completion of the probationary period. An employee's probationary period may be extended due to time spent in inactive pay status or on a non-paid leave of absence.

Employees working irregular schedules and intermittent employees shall have a one (1) year probationary period.

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

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

POLICE COMMAND STAFF PROMOTIONS

- A. Senior Police Department Management by definition includes all positions as set forth herein above the rank of Sergeant and not included in a collective bargaining agreement. Senior Police Department Management positions are:
- a. Chief of Police
 - b. Deputy Chief of Police
 - c. Lieutenant

2. Pursuant to the power granted to the Reynoldsburg City Council by Section 7.03(e) of the Reynoldsburg City Charter, the Reynoldsburg City Council hereby eliminates the application of general laws of Ohio pertaining to the civil service provisions for selection and filling of Police Department positions above the rank of Police Officer and Sergeant, specifically Ohio Revised Code Section 124.44, and hereby substitutes its local procedure and provisions for filling said positions.
3. The Chief of Police may be filled by original appointment of a person who is not in the Reynoldsburg Police Department.

The following selection procedure shall be followed whether by original appointment or promotion:

- (1) a competitive promotional Civil Service Examination as set forth in Reynoldsburg City Code 157.04 shall not be given;
- (2) a candidate for promotion to Chief of Police or original appointment to Chief of Police shall have achieved a rank of command with at least one (1) year of police- command experience and a bachelor's degree in criminal justice, police science, or a related field such as the social sciences, business management, or public administration required commencing January 1, 1996, from an accredited college or university that would enable the candidate to be admitted to a graduate school at an accredited university; and
- (3) successful completion of one of the following: FBI National Academy, the Southern Police Institute's Command Officer Development Course, Northwestern University/Traffic Institute's School of Police Staff and Command, Public Safety Leadership Academy (PSLA), or Certified Law Enforcement Executive (CLEE).

Unless the Civil Service Commission contracts with an accredited law enforcement consulting agency to accept and rank resumes, a Preliminary Screening Committee shall be established to review applications and resumes of Chief of Police candidates. This committee shall be responsible for selection not more than ten (10) candidates.

The Preliminary Screening Committee shall be comprised of:

- Safety Committee Chair
- A representative from the OACP

- A representative from the FOP
- Human Resource Director

Any of the above can be replaced by a designee if necessary. Such designee would require approval by the Civil Service Commission.

The Committee will determine if the applicants meet the minimum job requirements as outlined in the job classification for the position of Chief of Police.

The Preliminary Screening Committee will rank the qualified candidates based upon their qualifications utilizing an objective evaluation form. The Committee shall submit to a final Selection Committee the top five (5) candidates.

The Final Selection Committee will be comprised of:

- Mayor
- A representative from the OACP
- A representative from the FOP
- Council President
- Safety Committee Chair
- City Attorney
- A representative appointed by the Mayor

Any of the above can be replaced by a designee if necessary. Such designee would require approval by the Civil Service Commission.

The final selection committee shall interview the final five (5) candidates and make a recommendation of the top three (3) to the appointing authority based on majority vote. The Appointing Authority will appoint from the top three (3).

4. The Deputy Chief of Police may be filled by original appointment or of a person who is not in the Reynoldsburg Police Department.
 - a. The following selection procedure shall be followed whether by original appointment or promotional appointment:
 - (1) A competitive promotional Civil Service examination as set forth in Reynoldsburg City Code 157.04 shall not be given;
 - (2) Candidate for promotion to Deputy Chief of Police or original

appointment to Deputy Chief of Police shall have achieved a rank of command with at least one (1) year of police command experience and a bachelor's degree in criminal justice, police science, or a related field such as the social sciences, business management or public administration required commencing January 1, 1996, from an accredited college or university that would enable the candidate to be admitted to a graduate school at an accredited university; and

- (3) Successful completion of one of the following: FBI National Academy, the Southern Police Institute's Command Officer Development Course, Northwestern University/Traffic Institute's School of Police Staff and Command, Public Safety Leadership Academy (PSLA), or Certified Law Enforcement Executive (CLEE).

- b. Unless the Civil Service Commission contracts with an accredited law enforcement consulting agency to accept and rank resumes, a Preliminary Screening Committee shall be established to review applications and resumes of Deputy Chief of Police candidates.

The Preliminary Screening Committee shall be comprised of:

- A representative appointed by the Mayor
 - Current Chief of Police
 - Human Resource Director
- Any of the above can be replaced by a designee if necessary. Such Designee would require approval by the Civil Service Commission.

The Committee will determine if the applicants meet the minimum job requirements as outlined in the job classification for the position of Deputy Chief of Police.

- c. The Preliminary Screening Committee will rank the qualified candidates based upon their qualifications utilizing an objective evaluation form. The committee shall submit to a final Selection Committee the top five (5) candidates.

The Final Selection Committee shall be comprised of:

- Mayor
- Chief of Police
- City Attorney
- Safety Director
- Human Resource Director

Any of the above can be replaced by a designee if necessary. Such designee would require approval by the Civil Service Commission.

- d. The final selection committee shall interview the final five (5) candidates and make a recommendation of the top three (3) to the appointing authority based on majority vote. The Appointing Authority will appoint from the top three (3).

5. A candidate for promotion to the rank of Lieutenant shall have:

- a. The following selection procedure shall be followed whether by original appointment or promotion:
 - i. at least three (3) years of experience at the rank of Sergeant with the Reynoldsburg Police Department immediately preceding the date of promotion; and an Associate's Degree or two (2) complete years of college education from a community college, college or university, that would enable the candidate to be admitted to an undergraduate school as a third year student at an accredited college or university
 - ii. A written exam may be administered to all eligible candidates pursuant to the rules established by the Civil Service Commission.
 - iii. If a written exam is administered, then all candidates achieving a passing grade shall submit to an assessment center.

If a written exam is not given, then all eligible candidates shall submit to a assessment center, prepared and presented by an accredited law enforcement consulting agency as selected by the Civil Service Commission. The consulting agency shall submit the results to the Civil Service Commission, who will forward the names of the top three candidates to the appointing authority (the Mayor) who shall appoint from the top four ranked candidates.

- (b) When there are not two (2) or more eligible candidates within the Reynoldsburg Police Department for the rank of Lieutenant, open posting shall be conducted throughout the state of Ohio for potential candidates, who are currently certified law enforcement officers through the Ohio Peace Officers Training Council.
- i. the outside candidate shall have at least three (3) years of experience at the rank of Sergeant and an Associate's Degree or two (2) complete years of college education from a community college, college or university, that would enable the candidate to be admitted to an undergraduate school as a third year student at an accredited college or university;
- ii. A written exam may be administered to all eligible candidates pursuant to the rules established by the Civil Service Commission.
- iii. If a written exam is administered, then all candidates achieving a passing grade shall submit to an assessment center.

If a written exam is not given, then all eligible candidates shall submit to an assessment center, prepared and presented by an accredited law enforcement consulting agency as selected by the Civil Service Commission. The consulting agency shall submit the results to the Civil Service Commission, who will forward the names of the top four candidates to the appointing authority (the Mayor) who shall appoint from the top four (4) candidates.

REDUCTION IN FORCE (Unless covered under CBA collective bargaining agreement – See Contract)

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

MEDICAL EXAMINATIONS AND DISABILITY SEPARATION

All City employees are required and expected to maintain the appropriate physical and mental capacities to perform the essential functions of their job. The City may require an employee to

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

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

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

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

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

If it is determined after the hearing that the employee is incapable of performing the essential functions of the position, the City shall issue an involuntary disability separation, which may be

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

Employees that are disability separated have a two (2) year right to reinstatement. Any requests for reinstatement must be made in writing and include appropriate medical documentation to support the request. The City may require the employee to be examined by a licensed medical practitioner of its choosing. The City shall pay for the cost of its licensed medical practitioner. If it is determined that the employee is capable of performing the essential functions of the position, the employee shall be reinstated.

WORKPLACE ROMANCES

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

NEPOTISM

Hiring

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

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

Employment

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

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

ETHICS/CONFLICTS OF INTEREST

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

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

duties or grant, in the discharge of the employee's duties any improper favor, service or item of value.

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

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

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

PERSONNEL FILES AND INFORMATION

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

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

in the event they wish to prohibit release of the requested documents to the requesting individual or entity.

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

OUTSIDE EMPLOYMENT (Unless covered under CBA collective bargaining agreement – See Contract)

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

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

RESIGNATION

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

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

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

POLITICAL ACTIVITY (Unless covered under CBA collective bargaining agreement – See Contract)

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

- a. Registration and voting.
 - b. Expressing opinions, either orally or in writing.
 - c. Voluntary financial contributions to political candidates or organizations.
 - d. Circulating non-partisan petitions or petitions stating views on legislation.
 - e. Attendance at political rallies.
 - f. Signing nominating petitions in support of individuals.
 - g. Displaying political materials in the employee's home or on the employee's property.
 - h. Wearing political badges or buttons, or the display of political stickers on private vehicles.
 - i. Serving as a precinct official under O.R.C. § 3501.22.
- A. The following activities are examples of conduct prohibited by classified employees.
- 1. Candidacy for public office in a partisan election.
 - 2. Candidacy for public office in a non-partisan general election if the nomination to candidacy was obtained in a primary partisan election or through the circulation of a nominating petition identified with a political party.
 - 3. Filing of petitions meeting statutory requirements for partisan candidacy to elective office.
 - 4. Circulating official nominating petitions for any partisan candidate.
 - 5. Holding an elected or appointed office in any partisan political organization.
 - 6. Accepting appointment to any office normally filled by partisan election.

7. Campaigning by writing in publications, by distributing political material, or by writing or making speeches on behalf of a candidate for partisan elective office, when such activities are directed toward party success.
8. Solicitation, either directly or indirectly, of any assessment, contribution or subscription, either monetary or in-kind, for any political party or political candidate.
9. Solicitation for the sale, or actual sale, of political party tickets.
10. Partisan activities at the election polls, such as solicitation of votes for other than nonpartisan candidates and nonpartisan issues.
11. Service as a witness or challenger for any party or partisan committee.
12. Participation in political caucuses of a partisan nature.
13. Participation in a political action committee that supports partisan activity.

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

PERFORMANCE EVALUATIONS (Unless covered under CBA collective bargaining agreement – See Contract)

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

Additional performance evaluations may be performed by the City at the City's discretion.

SOLICITATION

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

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

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

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

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

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

PAYCHECKS

The City requires that all payroll checks be issued by way of Direct Deposit. It is the employees responsibility to inform the City of any changes, pay will be issued on the Friday following the end of a pay period, except when a regular payday falls on a holiday. If payday falls on a holiday,

paychecks will be distributed the day immediately preceding the holiday. Pay advances are not permitted.

REPORTING TO WORK AND TARDINESS (Unless covered under CBA collective bargaining agreement – See Contract)

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

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

HOURS OF WORK AND OVERTIME (Unless covered under CBA collective bargaining agreement – See Contract)

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

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

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

Generally, employees not exempt from the overtime provisions of the FLSA shall be compensated for overtime for all hours worked in excess of forty (40) in any one work week, regardless of the employee’s regularly scheduled work day. Overtime shall be compensated at a rate of one and one-

half times the employee's regular rate of pay for overtime worked, including time spent in paid status, unless otherwise noted.

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

Employees who are exempt from the overtime provisions of the FLSA are not eligible for overtime payment. Such exemptions may include employees whose job duties are executive, administrative or professional in nature. At the discretion of the appointing authority, exempt employees may be required to keep track of, and report, their hours without destroying their exempt status. However, generally, exempt employees will not have a reduction in pay for absences of less than an entire work period of five (5) days. Absences will first be deducted from the employee's accumulated sick leave (if appropriate), vacation leave or other paid leave. The list of exempt employees are in Chapter 160.05 Overtime Eligibility .

WORKING FROM HOME (TAXES) (Unless covered under CBA collective bargaining agreement – See Contract)

In rare circumstances employee may be permitted to work remotely if their duties allow for it and their supervisor grants approval. This approval is on a case-by-case basis and it not considered a permanent arrangement for the conditions of their employment. If granted permission to work remotely, employees need to understand how the City of Reynoldsburg will handle the income tax withholding based upon the permissions granted.

The "General Withholding Rule" is that the employer (City of Reynoldsburg, City) is required to withhold to the jurisdiction where you (the Employee) physically performs work. As a Government entity, the City also withholds residence tax for those employees living in a higher taxing jurisdiction or one with reduced credit.

- The above "General Rule" holds true for the majority of City employees, but there may be a few exceptions. Below are the most common exceptions.
 1. If you are permitted to have **100% Work from Home (WFH)** or remote work location, income tax will be withhold at the remote location.
 2. If you are permitted to work in a **Hybrid WFH Model**, i.e. 2 days at home /3 days in office, or 40% / 60%. If permitted to work a hybrid model on a regular basis then you will need to contact the payroll department to complete a withholding allocation change

form. Once complete the City will withhold to both the remote home location and primary office location, but will discontinue the courtesy residence tax.

Note:

- You may need to set-up estimates for the taxing jurisdiction in which you reside.
- It is the responsibility of you and your supervisor to determine the hybrid percentage and notify payroll of any changes in reporting requirements.

3. The **20-day Occasional Entrant** rule.

This may be applicable if your position requires you to perform work outside of the City more than 20 days per year. In this case, your withholding falls under the General guidelines above with the option for you to track and claim those days worked out as a refund. To complete a refund request you would complete the RITA Form 10A and submit it to your supervisor for approval. This must be tracked by the employee and the supervisor.

Note:

- All refunds are subject to residency tax and it is your responsibility to file and pay that tax.
- Mutual aid does not qualify.
-

Any changes to the remote work status must be reported to the Auditor's office immediately as it is the responsibility of the employee to ensure that the proper information is provided in order to have the correct income tax withheld.

COMPENSATORY TIME (Unless covered under CBA collective bargaining agreement – See Contract)

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

- a. Compensatory time shall be credited to employees who are eligible for overtime pay at the rate of one and one-half (1½) hour for each overtime hour worked.
- b. Employee's compensatory time balance shall be limited to a maximum of 100 hours, therefore, they would have to use some of the compensatory time before they could accumulate more. Once an employee reaches 100 hours, they must take over-time pay until they drop below 100 hours.
- c. Employees shall have the option of receiving a cash payment for any or all hours accrued

but unused compensatory time in that calendar year. Request for payout of comp time must be submitted by the 15th of October. The payment will be made at the employee's current rate of pay and will be paid no later than mid-November of that year.

- d. Any hours which are not paid out will be carried over to the next calendar year and will be subject to a 100 hour maximum refillable bank for the following year.
2. Any overtime pay earned as a result of this section must be within the limits appropriated by City Council.
3. In case of death of an employee, any earned overtime hours worked credited to such employee shall be paid to the surviving spouse, or to the estate of the deceased, if there is no surviving spouse.
4. Upon separation from employment with the City for any reason, the employee (or spouse or estate upon employee's death) shall be entitled to payment for any accrued but unpaid overtime hours, including compensatory time hours accrued but not used. Such payment shall be at the overtime rate applicable to the employee's current rate of pay at the time of separation.

CALL-IN PAY (Unless covered under CBA collective bargaining agreement – See Contract)

When an employee is called back to work by his supervisor for hours not abutting their regular work hours, the employee shall receive a minimum of three (3) hours pay at the employee's overtime rate. If the employee is called-in and works more than three (3) hours, the employee shall be paid their overtime rate for all hours worked.

EMERGENCY HOLIDAY CALL IN PAY (Unless covered under CBA collective bargaining agreement – See Contract)

Employees that are called in due to an emergency on any of the City recognized holidays will be paid two (2) times their rate of pay plus the holiday pay.

INCLEMENT WEATHER

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

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

- A. Employees reporting for work as scheduled will be paid at their regular rate of pay for all hours actually worked.
- B. Employees not scheduled to work, but who are called-in, shall be paid consistent with the Call-In Pay Policy for all hours worked.
- C. Employees who are scheduled to work and who make a reasonable attempt to report to work, but are unable to due to weather conditions, shall notify their immediate supervisor as soon as possible. Employees unable to report to work may:
 - a. Request to use accrued vacation or personal leave for the period of absence, subject to the approval of their supervisor, or Department Head;
 - b. Request a personal leave of absence without pay for the period of absence, subject to the approval of their supervisor, or Department Head;
 - c. Employees failing to report during inclement weather without notifying their supervisor, or Department Head, may be subject to discipline for being absent without leave.

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

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

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

- A. An employee reporting to work shall be paid their regular hourly rate for all hours worked, plus receive, hour-for-hour, an additional hour of pay or compensatory time for each non-overtime hours worked on their regular shift (double-time);

- B. Employees scheduled to work, but unable to report for their regular shift, shall suffer no loss of pay for their regularly scheduled shift;

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

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

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

EDUCATIONAL ASSISTANCE INCENTIVE PROGRAM

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

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

SICK LEAVE (Unless covered under CBA collective bargaining agreement – See Contract)

Accumulation

Each employee shall be entitled for each completed eighty (80) hours of service to sick leave of four and six-tenths (4.6) hours of pay, and unused sick leave may be accumulated without limit. Previous accumulated sick leave of an employee who has separated from public service shall be re-credited if reemployment in public service takes place within ten (10) years of the last termination from public service and the employee provides proof of the prior leave balance. An employee who transfers from one public agency to another shall be credited with their balance of unused sick leave upon the showing of proof of sick leave from the employee's prior agency. Sick leave shall be at the employee's current rate of pay.

Use

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

1. Illness, injury, or pregnancy-related medical condition of the employee.
2. Exposure of an employee to a contagious disease which could be communicated to and jeopardize the health of other employees.
3. Examination of the employee, including medical, psychological, dental, or optical examination, by an appropriate licensed medical practitioner.
4. Death of a member of the employee's immediate family. Such usage shall be limited to reasonably necessary time, not to exceed three (3) days. The City may grant additional time off on a case-by-case basis.
5. Illness, injury, or pregnancy-related medical condition of a member of the employee's immediate family where the employee's presence is reasonably necessary for the health and welfare of the employee or affected family member.
6. Medical, dental or optical examinations or treatments of an employee or of a member of an employee's immediate family where the employee's care and attendance is reasonably required.

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

For purposes of sick leave, immediate family is defined as the following individuals that either live in your home or you are the primary person responsible for their care: grandparent; great-grandparents; brother; sister; brother-in-law; sister-in-law; daughter-in-law; son-in-law; father; mother; father-in-law; mother-in-law; spouse; child; step-child; step-parent; grandchild; legal guardian; or other person who stands in place of a parent.

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

Employee Notification

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

Written Statement

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

Sick Leave Abuse

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

Uses of Other Leave

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

Sick Leave Conversion

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

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

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

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

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

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

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

Medical Information

The City will maintain employees' medical information in a separate medical file and will treat the information in a confidential manner. Employees who are concerned that their medical

information is not being treated in a confidential manner should report such concerns to the Human Resources Director.

FAMILY MEDICAL LEAVE ACT (“FMLA”)

Statement of Policy.

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

Definitions.

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

1. “Family and/or medical leave of absence”: An approved absence available to eligible employees for up to twelve (12) weeks of unpaid leave per year under particular circumstances. Such leave may be taken only for the following qualifying events:
 - a. Upon the birth of an employee’s child and in order to care for the child.
 - b. Upon the placement of a child with an employee for adoption or foster care.
 - c. When an employee is needed to care for a family member who has a serious health condition.
 - d. When an employee is unable to perform the functions of his position because of the employee’s own serious health condition.
 - e. Qualifying service member leave.
2. Service Member Leave: The spouse, parent or child of a member of the U.S. military service is entitled to twelve (12) weeks of FMLA leave due to qualifying exigencies of the service member being on “covered active duty” or receiving a “call to covered active duty” In addition, a spouse, child, parent or next of kin (nearest blood relative) of a service member is entitled to up to twenty-six (26) weeks of leave within a “single twelve (12)-month period” to care for a service member with a “serious injury or illness” sustained or aggravated while in the line of duty on active duty. The “single twelve (12)-month period” for leave to care for a covered service member with a serious injury or illness begins on the first day the employee takes leave for this reason and

ends twelve (12) months later, regardless of the twelve (12) month period established for other types of FMLA leave.

3. “Per year”: A rolling twelve (12) month period measured backward from the date an employee uses any leave under this policy. Each time an employee takes leave, the employer will compute the amount of leave the employee has taken under this policy, and subtract it from the twelve (12) weeks of available leave. The balance remaining is the amount the employee is entitled to take at the time of the request. For example, if an employee used four (4) weeks of FMLA leave beginning February 4, 2009, four weeks beginning June 1, 2009, and four weeks beginning December 1, 2009, the employee would not be entitled to any additional leave until February 4, 2010.
4. “Serious health condition”: Any illness, injury, impairment, or physical or mental condition that involves:
 - a. Inpatient care.
 - b. Any period of incapacity of more than three consecutive calendar days that also involves:
 - i. Two or more treatments by a health care provider, the first of which must occur within seven (7) days of the first day of incapacity and both visits must be completed within thirty (30) days; or
 - ii. Treatment by a health care provider on one occasion that result in a regimen of continuing treatment under the supervision of a health care provider.
 - c. Any period of incapacity due to pregnancy or for prenatal care.
 - d. A chronic serious health condition which requires at least two “periodic” visits for treatment to a health care provider per year and continues over an extended period. The condition may be periodic rather than continuing.
 - e. Any period of incapacity which is permanent or long term and for which treatment may not be effective (i.e. terminal stages of a disease, Alzheimer’s disease, etc.).
 - f. Absence for restorative surgery after an accident/injury or for a condition that would likely result in an absence of more than three days absent medical intervention. (i.e. chemotherapy, dialysis for kidney disease, etc.).
5. “Licensed health care provider”: A doctor of medicine, a doctor of osteopathy, podiatrists, dentists, optometrists, psychiatrists, clinical psychologists, and others as specified by law.
6. “Family member”: Spouse, child, parent or a person who stands “*in loco parentis*” to the employee.
7. “Covered Service Member”: Means either:
 - a. A current member of the Armed Forces, including a National Guard or Reserve Member, who is undergoing medical treatment, recuperation, or therapy, is in

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

- whole or in part, on the condition precipitating the need for military caregiver leave; or
 - iii. a physical or mental condition that substantially impairs the covered veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or
 - iv. an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.
- 11. "Covered Active Duty" or "call to covered active duty":
 - a. In the case of a member of a Regular Armed Forces means duty during the deployment of the member with the Armed Forces to a foreign country. (Active duty orders of a member of the Regular components of the Armed Forces generally specify if the member is deployed to a foreign country.)
 - b. In the case of a member of the Reserve components of the Armed Forces means duty during the deployment of the member with the Armed Forces to a foreign country under a Federal call or order to active duty in support of a contingency operation pursuant to specific sections of the U.S. Code, as outlined in 29 CFR § 825.126.
- 12. "Deployment to a foreign country" means deployment to areas outside of the United States, the District of Columbia, or any Territory or possession of the U.S., including international waters.
- 13. "Qualifying Exigency": (For purposes of the twelve (12)-week qualifying exigency leave) includes any of the following:
 - a. Up to seven days of leave to deal with issues arising from a covered military member's short notice deployment, which is a deployment on seven (7) or fewer days notice.
 - b. Military events and related activities, such as official ceremonies, programs, or events sponsored by the military, or family support or assistance programs and informational briefings sponsored or promoted by the military, military service organizations, or the American Red Cross that are related to the active duty or call to active duty status of a covered military member.
 - c. Qualifying childcare and school activities arising from the active duty or call to active duty status of a covered military member, such as arranging for alternative childcare, providing childcare on a non-routine, urgent, immediate need basis; enrolling or transferring a child to a new school; and attending certain school and daycare meetings if they are necessary due to circumstances arising from the active duty or call to active duty of the covered military member.
 - d. Making or updating financial and legal arrangements to address a covered military member's absence, such as preparing powers of attorney, transferring bank account signature authority, or preparing a will or living trust.

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

A. Leave Entitlement.

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

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

employees for adoption or foster care, and for the care of certain family members with serious health conditions.

Use of Leave

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

1. Generally: An employee is only entitled to take off a total of twelve (12) weeks of leave per year under the FMLA. As such, employees will be required to utilize their accumulated unused paid leave (sick, vacation, etc.) in conjunction with their accumulated unused unpaid Family Medical Leave. Employees will be required to use the type of accumulated paid leave that best fits the reason for taking leave and must comply with all procedures for requesting that type of leave as stated in the relevant policy. Any time off that may legally be counted against an employee's twelve (12) week FMLA entitlement will be counted against such time.
2. Birth of An Employee's Child: An employee who takes leave for the birth of his or her child must first use all available accrued paid vacation leave prior to using unpaid leave for the remainder of the twelve (12) week period. However, if the employee requests leave for the employee's own serious health condition as a result of the pregnancy or post-partum recovery period, the employee will be required to exhaust all of her sick leave prior to using unpaid leave for the remainder of the twelve (12) week period. *(Note: See section E below for information on disability leaves.)*
3. Placement of a Child for Adoption or Foster Care: An employee who takes leave for the placement of a child for adoption or foster care must first use all available accrued paid vacation leave prior to using unpaid leave for the remainder of the twelve (12) week period.
4. Employee's Serious Health Condition or Family Member's Serious Health Condition: An employee who takes leave because of his serious health condition or the serious health condition of his family member must use all available accrued paid sick and vacation leave prior to using unpaid leave for the remainder of the twelve (12) week period.

FMLA and Disability/Workers' Compensation

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

Procedures For Requesting FMLA Leave

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

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

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

Certification of Need for FMLA Leave for Serious Health Condition

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

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

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

Employees who request and are granted FMLA leave due to serious health conditions may be required to provide the Employer periodic written reports assessing the continued qualification for FMLA leave. Further, the Employer may request additional reports if the circumstances described in the previous certification have changed significantly (duration or frequency of absences, the

severity of the condition, complications, etc.), or if the employer receives information that casts doubt on the employee's stated reason for the absence. The employee must provide the requested additional reports to the Employer within fifteen (15) days.

Certification for leave taken because of a qualifying exigency

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

Intermittent/Reduced Schedule Leave

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

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

An employee who requests and is granted FMLA leave on an intermittent or reduced schedule basis may be temporarily transferred to an available alternative position with equivalent class, pay, and benefits if the alternative position would better accommodate the intermittent or reduced

schedule. An employee who requests intermittent or reduced schedule leave due to foreseeable medical treatment shall make a reasonable effort to schedule the treatment so as not to unduly disrupt the Employer's operations.

Employee Benefits

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

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

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

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

Reinstatement

An employee on FMLA leave must give the Employer at least two-business days notice of his intent to return to work, regardless of the employee's anticipated date of return. Employees who take leave under this policy will be reinstated to the same or a similar position upon return from leave except that if the position that the employee occupied prior to taking FMLA leave is not

available, the employee will be placed in a position which entails substantially equivalent levels of skill, effort, responsibility, and authority and which carries equivalent status, pay, benefits, and other terms and conditions of employment as the position the employee occupied prior to taking FMLA leave. The determination as to whether a position is an "equivalent position" will be made by the Employer.

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

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

Records

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

Chapter 160.13 addresses Paid Parental Leave.

INJURY LEAVE (Unless covered under CBA collective bargaining agreement – See Contract)

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

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

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

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

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

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

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

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

LEAVE DONATION (Unless covered under CBA collective bargaining agreement – See Contract)

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

A serious illness or injury for the purposes of this policy is defined as a serious illness or injury that is expected to incapacitate the City employee for an extended period of time, exhaust the employee's leave balances, and that qualifies as a disability under the City's Disability Program or Workers' Compensation. Leave donation also requires that the employee will be taking an

extended time off from work which will create a financial hardship for the employee because they have exhausted all leave balance.

To donate leave

Qualifying employees may donate leave if the donating employee:

- a. voluntarily elects to donate leave and does so with the understanding that donated leave will not be returned (leave donated but unused will be returned on a prorated basis to all employees who donated leave);
- b. donates a minimum of eight (8) hours;
- c. retains a combined leave balance of at least 120 hours for full-time permanent and 60 hours for part-time permanent employees (leave shall be donated in the same manner in which it would otherwise be used, except that compensatory time is not eligible for donation under Fair Labor Standards Act restrictions); and
- d. does not donate more than 200 hours in one (1) year.

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

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

To Receive Donated Leave

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

- a. has a serious illness or injury as previously defined, and provides written documentation from his or her physician certifying the serious illness or injury;
- b. has no accrued leave; and
- c. has applied for any paid leave, workers' compensation, or disability benefits program for which the employee is eligible (an employee who has applied for these programs may use donated leave to satisfy the waiting period for such benefits).
- d. After the waiting period, qualified employees may donate leave to supplement up to 40% of the employee's normal pay, if the employee is on disability. There would be no waiting period for qualified part-time permanent employees who do not receive disability. The employee may NOT receive more than he or she would have

earned in a normal pay period from disability and leave donation or based on the normal hours scheduled to work less applicable deductions.

- e. The Request for Leave Donation Form can be obtained in the Human Resources Department and must be returned there.
- f. The employee may only receive donated leave for a maximum of one year.

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

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

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

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

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

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

CIVIC DUTY LEAVE (Unless covered under CBA collective bargaining agreement – See Contract)

Jury Duty

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

the hours he was scheduled on that day. The employee must give the City prior notice of jury duty.

Work-Related Proceedings

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

Personal Matters

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

VACATION LEAVE

Vacation Leave Accrual

Effective July 1, 2018 Full-time non-bargaining unit City employees shall be entitled to use vacation after completion of six months of public employment with the City. Vacation time is credited each bi-weekly pay period at rates as established below. An employee who is not in active pay status for part of a bi-weekly pay period shall earn a pro-rated amount of vacation leave for that period.

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

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

Effective January 1, 2022 any permanent part-time non-bargaining unit employee working 20 or more per week will begin earning vacation accruals based upon their total years of public service. For permanent half-time the ~~aeurrals~~accruals will be as follows:

Length of Service	Hours Earned Each Biweekly Pay
0-5 years	1.54 hours
5-11 years	2.31 hours
11-15 years	3.08 hours
15 plus years	3.85 hours

For permanent three-quarter non-bargaining unit employee ~~aeurrals~~ accruals will be as follows:

Completed Years of Service	Hours Earned Biweekly Pay
0-5 years	2.31
5-11 years	3.47
12-15 years	4.62
15 plus	5.78

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

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

Vacation Leave Use

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

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

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

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

Vacation Cash-Out

Non-bargaining unit employees can cash-out up to 40-hours of unused vacation time during Pay Period 11 and up to 40-hours of unused vacation time during Pay Period 24. To be eligible, non-bargaining unit employees must have at least 80-hours remaining after cashing out during Pay Period 11 and at least 80-hours remaining after cashing out during Pay Period 24.

FUNERAL LEAVE (Unless covered under CBA collective bargaining agreement – See Contract)

Each full-time employee shall be granted a paid leave not to exceed three (3) working days upon a death in the employee's immediate family. Immediate family is for the purpose of Funeral Leave is defined as: grandparent; great-grandparents; brother; sister; brother-in-law; sister-in-law; daughter-in-law; son-in-law; father; mother; father-in-law; mother-in-law; spouse; child; step-child; step-parent; grandchild; grandparent-in-law, aunts and uncles; legal guardian; or other person who stands in place of a parent.

It is recognized that situations may develop where a death other than in the employee's immediate family warrants the City granting paid leave. The Appointing Authority may grant such paid leave based upon the circumstances peculiar to each case.

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

Permanent Part-Time Employees

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

MILITARY LEAVE (Unless covered under CBA collective bargaining agreement – See Contract)

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

Paid Military Leave

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

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

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

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

Also see Family and Medical Leave Act Policy

UNPAID LEAVE (Unless covered under CBA collective bargaining agreement – See Contract)

Employees may request an unpaid leave of absence for professional, educational, or other personal reasons. The Appointing Authority, or designee, has sole discretion to grant or deny the leave. A

personal leave of absence may be granted for one day to six months for any reason the Appointing Authority, or designee, deems appropriate. Upon completion of approved unpaid leave, the employee will be returned to his former position or to a similar position within the same classification.

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

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

HOLIDAYS (Unless covered under CBA collective bargaining agreement – See Contract)

The following days shall be considered legal holidays for which full-time, non-union employees shall receive their regular compensation based upon work schedule. Staff that works a permanent thirty-hour work week, will be paid six (6) hours per holiday. Staff that works a permanent twenty hour work week will be paid four (4) hours of holiday pay.:

- a. New Year's Day (January 1)
- b. Martin Luther King, Jr. Day (third Monday in January)
- c. Presidents Day (third Monday in February)
- d. Memorial Day (last Monday in May)
- e. Juneteenth (June 19)
- f. Independence Day (July 4)
- g. Labor Day (first Monday in September)
- h. Veterans Day (November 11)
- i. Thanksgiving Day (fourth Thursday in November)
- j. Day after Thanksgiving
- k. Day before Christmas Day
- l. Christmas Day (December 25)

- m. Day before New Year's Day
- n. Personal day
- ~~no.~~ Any day or part of any day as proclaimed by the Mayor

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

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

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

All full-time 40-hour per week non-bargaining unit employees are entitled to eight (8) hours of pay at their current rate of pay, ~~or~~ ten (10) hours of pay if assigned to a ten (10) hour shift, or six (6) hours of pay if assigned as a full-time 30-hour per week non-bargaining unit employee.

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

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

Employees called in on a holiday because of an emergency, will be compensated at the rate describe under Emergency Holiday Call-in Pay

If a holiday falls on an employee's scheduled day off, the employee shall be entitled to an additional eight (8) hours' pay at the straight-time rate if the employee is regularly assigned to an eight (8) hour shift, or ten (10) hours' holiday pay at the straight-time rate if the employee is regularly assigned to a ten (10) hour shift, or six (6) hours holiday pay at the straight-time rate if the employee is regularly assigned to a six (6) hour shift.

If a holiday occurs when an employee is on paid leave, the employee will be entitled to eight (8) hours holiday pay at the straight-time rate if the employee is regularly assigned to an eight (8) hour shift, or ten (10) hours' holiday pay at the straight-time rate if the employee is regularly assigned to a ten (10) hour shift, or six (6) hours holiday pay at the straight-time rate if the employee is regularly assigned to a six (6) hour shift. No charge will be made against the leave accumulation

WORKERS' COMPENSATION

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

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

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

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

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

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

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

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

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

TRANSITIONAL WORK PROGRAM (Unless covered under CBA collective bargaining agreement – See Contract)

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

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

- a. have an injury, accident, or illness, or a reoccurrence or exacerbation of a preexisting condition, occurring on or after the effective date of this policy;
- b. have been released for participation in the program by their doctor; and
- c. have the potential of returning to their original job and performing the essential job functions through recovery or job modification.

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

The employee will be:

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

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

Gradual Return to Work

Employees who are capable of working 20 hours per week or more will be granted participation in a gradual return to work program. The City will pay the regular rate of pay for hours worked

by the employee. The remaining time will be paid through either Workers' Compensation, disability claim, or available leave balances.

Temporary Work Assignment

Work assignments may include the following:

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

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

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

CREDIT CARD FLEET POLICY

Generally: Credit/fleet cards are not intended to avoid or bypass the competitive bid requirements, appropriation of funds, approval process, or payment process. The City Auditor will assign a Compliance Officer from his/her staff. Expenditures may not exceed appropriations under any circumstances. Credit cards can be used for in-store purchases as well as mail, email, internet, telephone and fax orders. Fleet cards are to be used for gas purchases only. Credit/fleet cards are not an ATM card or a debit card. It cannot be used for cash withdrawals nor personal or non-work related purchases. If there are points for purchase related to the card, the points are the property of the City and should not be used for any personal redemption.

- a. Credit/Fleet card issued to Department heads and other employees with prior approval from the City Auditor.
- b. This policy is for any credit and or fleet card issued to conduct business on behalf of the City.
- c. All credit cards issued for City business must have "City of Reynoldsburg" on the card.

Cardholder Responsibilities

- a. Is an individual who has been approved to pay for certain work-related expenses with a credit card. The cardholder is responsible for the security and physical custody of the card and is

accountable for all transactions made with the card. If a card is lost or stolen, it must be reported to the Auditor's office and Department head immediately.

- b. Every purchase must have a detailed itemized receipt.
- c. All receipts and documentation must be submitted with the purchase order for payment of the credit/fleet card statement.
- d. Employees knowingly misusing a City credit card will be liable both civilly and criminally for any unauthorized use of the City credit cards and/or failure to follow established policy.
- e. Unauthorized use or personal use must be reimbursed to the city within 24 hours of the charge. Continued misuse of card will result in loss of credit card privileges and disciplinary action.
- f. Upon separation from the City, credit/fleet cards in the possession of an employee must be returned to the Auditor's Department prior to receiving final paycheck.
- g. Each employee issued a credit/fleet card will be required to sign an acknowledgment of the policy at the time of receipt of the card.

TRAVEL POLICY AND REIMBURSEMENT

Effect August 1, 2018 Employees of the City are to receive reimbursement for expenses incurred if required to travel on official City business. Employees are eligible for expense reimbursement only when travel has been authorized in writing by the Employer. Expenses shall be reimbursed in the following manner:

A. Mileage, Parking and Tolls

- 1. Employees shall attempt to secure a City vehicle to attend authorized training or to conduct City business. If a City vehicle is not available, employees shall be reimbursed for actual miles, while on official City business, at the standard rate of allowance permitted by the Internal Revenue Service when using a personal vehicle. Such payment is considered to be total reimbursement for all vehicle-related expenses (e.g., gas, oil, depreciation, etc.). Mileage reimbursement is payable to only the individual whose personal vehicle is used when two or more employees travel on the same trip, in the same vehicle.

2. Charges incurred for parking at the destination, and any highway tolls are reimbursable at the actual amount. Receipts for parking costs and highway tolls are required.
3. No expense reimbursements are paid for travel between home and office, unless travel between home and the official destination is less than between the office and official destination. In that case, expense reimbursements are paid between the home and the official destination.

B. Overnight Travel

When able, employees shall attempt to put travel expenses (lodging, transportation, meals, etc.) on a City credit card. In instances where this is not possible, the following policy shall apply:

1. Meals

- a. An employee shall be entitled to receive reimbursement for meals when traveling overnight on City business. The amount will be paid for meals that are not already included in the registration and/or lodging accommodations regardless if the employee chooses to attend the meal. Agendas and Hotel Registration must accompany the request for travel.
- b. Employees will be reimbursed for expenses using per diem amounts in accordance with the Federal Continental United States (CONUS) which identify per diem rates by geographic location. If the employee's destination is not specifically listed, the standard CONUS rate applies. Under no circumstances will reimbursement be given for alcohol purchases. No receipts are required when receiving reimbursement under the per diem method.

2. Lodging

- a. Expenses covering the actual cost of overnight lodging will be reimbursed in full when an employee travels out of the three (3) counties that Reynoldsburg is located in, on official City business and such travel requires an overnight stay (75 miles or greater from City offices). Employees shall ensure a government rate is secured when available and state sales tax is not included.

- b. Lodging expenses will be reimbursed only with the prior written authorization of the Employer. In obtaining prior authorization, employees shall provide the name of the hotel and expected cost.

3. Transportation

- a. Employees traveling within a drivable distance on official City business shall be reimbursed at IRS rate for mileage reimbursement.
- b. When travel by air or other carrier is necessary, employees shall secure the best available rate. Employees shall not use personal reward programs, frequent flyer memberships, hotel points/rewards, etc. to earn rewards when traveling on official City business.
- c. In instances where a rental car is necessary, reimbursement will be granted for a car type that is reasonable for the location, number of travelers, etc. Reimbursement will not be granted for luxury vehicles or rentals deemed unnecessary at the discretion of the Employer. Any tickets, parking or moving violations will not be paid by the City.

4. Incidental Expenses

- a. Employees will be reimbursed for reasonable incidental expenses defined as fees and tips (not to exceed 20%) given to porters, baggage carriers, hotel staff and staff on ships.

C. Daily Travel

For travel that does not require an overnight stay, reasonable expenses incurred for parking (with receipt) and IRS mileage rate on official City business will be reimbursed with the approval of the Employer.

COMPUTER USE POLICY

Email

Policy Overview

Electronic mail (“Email”) is pervasively used in almost all industry verticals and is often the primary communication and awareness method within an organization. At the same time, misuse of Email can post many legal, privacy and security risks, thus it is important for users to understand the appropriate use of electronic communications.

The purpose of this Email policy is to ensure the proper use of the City of Reynoldsburg Email system and make users aware of what City of Reynoldsburg deems as acceptable and unacceptable use of its Email system. This policy outlines the minimum requirements for use of Email within the City of Reynoldsburg Network. Limited exceptions to the policy may occur. Any exception must be approved by management and these exceptions must be clearly documented.

This policy covers appropriate use of any Email sent from a City of Reynoldsburg Email address or a City of Reynoldsburg owned device and applies to all employees, vendors, and agents operating on behalf of the City of Reynoldsburg.

Acceptable Use

All use of Email must be consistent with the City of Reynoldsburg policies and procedures of ethical conduct, safety, compliance with applicable laws and proper business practices.

The City of Reynoldsburg Email account should be used primarily for City of Reynoldsburg business related purposes; personal communication is permitted on a limited basis, but non-City of Reynoldsburg related commercial use is prohibited.

Email should be retained only if it qualifies as a City of Reynoldsburg business record. Email is a City of Reynoldsburg business record if there exists a legitimate and ongoing business reason to preserve the information contained in the Email.

Email that is identified as a City of Reynoldsburg business record shall be retained according to City of Reynoldsburg Record Retention Schedule.

The City of Reynoldsburg Email system shall not to be used for the creation or distribution of any disruptive or offensive messages, including offensive comments about race, gender, hair color, disabilities, age, sexual orientation, pornography, religious beliefs and practice, political beliefs, or national origin. Employees who receive any Emails with this content from any City of Reynoldsburg employee should report the matter to their supervisor immediately.

Users are prohibited from automatically forwarding City of Reynoldsburg Email to a third-party Email system. Individual messages which are forwarded by the user must not contain City of Reynoldsburg confidential or above information.

Users are prohibited from using third-party Email systems and storage servers such as Google, Yahoo, MSN Hotmail, etc. to conduct City of Reynoldsburg business, to create or memorialize any binding transactions, or to store or retain Email on behalf of City of Reynoldsburg. Such communications and transactions should be conducted through proper channels using the City of Reynoldsburg-approved documentation.

Expectation of Privacy

City of Reynoldsburg employees shall have no expectation of privacy in anything they store, send or receive on the Email system.

The City of Reynoldsburg may monitor messages without prior notice. The City of Reynoldsburg is not obliged to monitor Email messages.

Compliance

The Information Technology team will verify compliance to this policy through various methods, including but not limited to, periodic walk-thru, video monitoring, business tool reports, internal and external audits, and feedback to the policy owner.

Any exception to the policy must be approved by the Information Technology team in advance.

An employee found to have violated this policy may be subject to disciplinary action, up to and including termination of employment.

Mobile Device Policy

Policy Overview

The City of Reynoldsburg grants its employees the privilege of using personal smartphones or tablets of their choosing at to connect to their corporate Email. The City of Reynoldsburg reserves the right to revoke this privilege if users do not abide by the policies and procedures outlined below.

This policy is intended to protect the security and integrity of the City of Reynoldsburg's data and technology infrastructure. Limited exceptions to the policy may occur. Any exception must be approved by management and these exceptions must be clearly documented.

City of Reynoldsburg employees must agree to the terms and conditions set forth in this policy in order to be able to connect their devices to the company network. The City of Reynoldsburg Information Technology team reserves the right to make changes to this policy at any time.

Acceptable Use

The company defines acceptable business use as activities that directly or indirectly support the business of the City of Reynoldsburg.

Employees may use their mobile device to access the following company-owned resources: corporate email, calendar, and contacts.

The City of Reynoldsburg has a zero-tolerance policy for texting or Emailing while driving and only hands-free talking while driving is permitted.

Devices and Support

Smartphones including iPhone (iOS), Android, Blackberry, and Windows phones running the latest operating system version are allowed.

Tablet devices such as iPads, Chrome Books, and Nooks running the latest operating system version are allowed.

Although some connectivity issues are supported by IT; employees should contact the device manufacturer or their carrier for operating system or hardware-related issues.

Devices must be presented to IT for proper job provisioning and configuration.

Prior to trading in, upgrading or selling their mobile device the employee must provide the IT department with the device to properly remove corporate connected resources.

Prior to an employee's departure, the employee must provide their mobile device to the IT department to properly remove corporate connected resources.

Reimbursement

The company will not reimburse the employee for a percentage of the cost of the device.

The company will not reimburse the employee for the following charges: roaming, plan overages, etc.

The employee will not be compensated should they choose to access corporate resources during non-work hours.

Network Devices

The unplanned addition of new network enabled devices can cause significant network disruptions. As such, the City prohibits the installation of any network capable device(s) to the wired network without the prior approval of IT staff. This includes, but not limited to, non-company laptops and PCs, printers, security or life safety monitoring devices (IP cameras, door contacts, key card readers, motion detectors, smoke alarms, flow alarms, etc.) and HVAC devices (system controllers, temperature sensors, thermostats, etc.)

All projects requiring the addition of network capable devices must be coordinated with IT staff. IT will evaluate the equipment to be added, and as needed, will develop an IP plan to handle the new equipment. IT must be on site during the implementation phase of any project involving new network devices.

Security

In order to prevent unauthorized access, devices must be password protected using the features of the device. The password must be a minimum of six characters. Four-digit passwords are not acceptable. Other biometric features (such as facial recognition and fingerprint) are acceptable means to secure your device, but only if approved by IT.

The device must lock itself with a password if it is idle for five minutes. Setting the lock time to less than five minutes is also acceptable.

After 10 failed login attempts, the device must be configured to lock. Setting the attempts to less than 10 is also acceptable.

Rooted (Android) or jailbroken (iOS) devices are strictly forbidden from accessing the network or any City of Reynoldsburg related equipment. This includes use of the Employee Wi-Fi network.

Smartphones and tablets that are not on the company's list of supported devices are not allowed to connect to the network.

Employees' access to company data is limited based on user profiles defined by IT and are automatically enforced.

The employee's device will be remotely wiped if 1) the device is lost, 2) the employee terminates his or her employment, 3) IT detects a data or policy breach, a virus or similar threat to the security of the company's data and technology infrastructure.

Risks/Liabilities/Disclaimers

While IT will take every precaution to prevent the employee's personal data from being lost in the event it must remotely wipe a device, it is the employee's responsibility to take additional precautions, such as backing up Email, contacts, etc.

The company reserves the right to disconnect devices or disable services without notification.

The employee will not transfer, store or retain corporate data outside of the approved applications.

Lost or stolen devices must be reported to the company immediately. Employees are responsible for notifying their mobile carrier immediately upon loss of a device.

The employee is expected to use his or her devices in an ethical manner at all times and adhere to the company's acceptable use policy as outlined above.

The employee is personally liable for all costs associated with his or her device.

The employee assumes full liability for risks including, but not limited to, the partial or complete personal data due to an operating system crash, errors, bugs, viruses, malware, and/or other software or hardware failures, or programming errors that render the device unusable.

The City of Reynoldsburg reserves the right to take appropriate disciplinary action up to and including termination for noncompliance with this policy.

Computer, Internet, and Network Policy**Policy Overview**

The City of Reynoldsburg strives to protect all data stored on any computer. By using a computer owned by The City of Reynoldsburg, or accessing the Internet on any device, or connecting to The City of Reynoldsburg Network, employees must understand the means by which these items can be used.

Acceptable Use and Right to Search

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

information, excessive personal use of the system, or monitoring work flow and employee productivity.

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

Prohibited Use

The list below describes Prohibited Uses of Computers and Information Systems, including but not limited to Email and the Internet.

1. Violating local, state, and/or federal law.
2. Harassing or disparaging others based on age, race, color, national origin, sex, sexual orientation, disability, religion, military status or political beliefs. Harassment and disparagement include but are not limited to slurs, obscene messages, or sexually explicit images, cartoons, or messages.
3. Threatening others.
4. Soliciting or recruiting others for commercial ventures, religious or political causes, outside organizations, or other matters that are not job related.
5. Using computers or information systems in association with the operation of any for-profit business activities or for personal gain.
6. Sabotage, e.g. intentionally disrupting network traffic or crashing the network and connecting systems or intentionally introducing a computer virus.
7. Vandalizing the data of another user.
8. Forging electronic mail and instant messenger messages.
9. Sending chain letters.
10. Sending rude or obscene messages (anything that would embarrass or discredit the City).
11. Disseminating unauthorized confidential or proprietary City documents, information, or data restricted by government laws or regulations.
12. Browsing or inquiring upon confidential records maintained by the City without substantial business purpose.

13. Disseminating (including printing) copyrighted materials, articles, or software in violation of copyright laws.
14. Accessing the Internet in any manner that may be disruptive, offensive to others, or harmful to morale.
15. Transmitting materials (visual, textual, or auditory) containing ethnic slurs, racial epithets, or anything that may be construed as harassment or disparagement of others based on age, race, color, national origin, gender, sexual orientation, disability, religious or political beliefs.
16. Sending or soliciting sexually oriented messages or images.
17. Using the Internet or instant messenger for political activity.
18. Using the Internet to sell goods or services not job-related or specifically authorized in writing by an approving authority.
19. Downloading and viewing non-work-related streaming audio or video (i.e. listening to radio stations, etc.) due to the limited bandwidth of the system.
20. Intentionally using Internet facilities to disable impair, or overload performance of any computer system or network or to circumvent any system intended to protect the privacy or security of another user.
21. Speaking to the media or to the public within any news group or chat room on behalf of the City if not expressly authorized to represent the City.
22. Uploading or downloading games, viruses, copyrighted material, inappropriate graphics or picture files, illegal software, and unauthorized access attempts into any system.

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

Securing Equipment and Proper Disposal

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

Portable computer equipment must also be properly inventoried and tracked. Routine inventories of electronic equipment should be conducted on a regular basis to confirm it is still available and that the data is still accessible, should this apply.

Equipment that is at a higher risk for being lost or stolen should be reviewed by IT. In some cases, the equipment will need to be encrypted to add an additional layer of security to the contents. IT should be aware of all equipment and each employee is responsible to make sure IT has approved and protected the device in use.

Should equipment become old, outdated, or simply not be used anymore, it must be destroyed properly. This equipment is to be given to IT, documented of removal from use, and disposed of properly according to the policy for removing or destroying property of the City of Reynoldsburg.

SOCIAL MEDIA LIMITATIONS

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

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

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

5. Comments or displays which impact employees' abilities to perform their job duties or the City's ability to maintain an efficient workplace.

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

CITY PROPERTY

General

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

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

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

The City may issue cellular phones to its employees. Cellular phones are not only capable of making and receiving phone calls, they may also be capable of email, text messaging, internet browsing, running third party applications, GPS, and entertainment. Regardless of the capability of a particular cellular phone, City-issued cellular phones are considered City property and are for

business use only. Features other than phone use must not be used or activated without direct authorization from a supervisor. Use of City cellular phones while operating a motor vehicle (City-owned or personal) is prohibited.

Use of Space Heaters

Space heaters present a significant fire hazard when used improperly. The City does not prohibit their use, however, adherence to the following stipulations will be rigorously enforced. Failure to do so will result in the confiscation of the item by HR or Facilities staff. Multiple infractions could result in disciplinary action. Any questions regarding and acceptable unit should be directed to the Facilities staff.

- Unless prior approval has been granted from Facilities staff, units cannot exceed 1000 watts of power.
- Space heaters must be plugged directly into a wall outlet.
- Space heaters will **not** be plugged into UPS units, power strips or any type of multi plug splitter.
- All heaters must possess a “tip over” type safety switch.
- Safety devices, such as the tip over switch, must be in working order. Tampering with any safety mechanism on the unit is strictly prohibited.
- Heaters must be unplugged when left unattended. Do **not** leave a heater plugged in overnight.

FLEET SAFETY POLICY

A. Purpose

This is a written plan detailing the operation of City of Reynoldsburg (City) owned vehicles. The intent of this plan is to establish policies and procedures that ensure a safe work environment for employees, a positive public image, and protect against liability for vehicle use.

B. Use of City of Reynoldsburg Owned Vehicle

The use of City owned vehicles will be restricted to City employees at least eighteen (18) years of age, who retain a valid Ohio driver’s license, and are engaged in the action of their official duties as an employee of the City. All operators shall observe the following:

1. All traffic laws are to be obeyed as outlined by the State of Ohio Bureau of Motor Vehicles or by General Statute;
2. Seat belts must be used anytime vehicle wheels are in motion. This applies to all city vehicles,

any vehicle on city premises, and any vehicle used on city business. The driver is responsible for ensuring all passengers use seat belts;

3. Special endorsements or licenses required by the Ohio Department of Public Safety must be obtained and kept current by the employee;
4. The department head will assign and authorize the use of a City owned vehicles using this document as a guideline subject to approval of the Appointing Authority;
5. A copy of the employees' Motor Vehicle Report (MVR) shall be provided to Human Resources prior to permanent hiring of a new employee who will operate a City owned/leased vehicle-. A Motor Vehicle Report (MVR) will be ordered by the Human Resources Department periodically for all City employees operating City owned/leased vehicles. This document will become part of the employee's personnel file, and shall be maintained by the Human Resources Department;
6. The operator shall maintain all insurance and documents required by the the Ohio Department of Public Safety in the glove box of his/her assigned vehicle;
7. City owned vehicles and installed equipment shall be properly maintained;
8. The City of Reynoldsburg shall not be responsible for personal items that are lost or stolen while in City owned vehicles;
9. NO USE OF ANY TOBACCO PRODUCTS will be allowed in City owned vehicles (Violation of this shall be subject to disciplinary action as outlined in the City of Reynoldsburg Personnel Procedure Manual);
10. Alcoholic beverages or any illegal drugs are not permitted in City vehicles at any time (Law Enforcement personnel, or authorized Public safety personnel may transport alcoholic beverages or drugs that have been lawfully confiscated or scheduled for use during training exercises);
11. For the purpose of this policy, the daily commutes to and from the employee's work location and normal meal periods within on-duty hours are considered official use for employees who are using a City owned vehicle for commuting to and from work or during their lunch period;
12. Passengers who are not City employees are not allowed to be transported in City vehicles except on official City business or if approved in writing by the employee's department head (employee and passenger (if 18 or older)

C. Minimum Defensive/Safe Driving Expectations

Use these safe driving practices at all times to help avoid crashes:

- Look ahead of your vehicle where you will be in the next 8-10 seconds, as far as possible on highways and two blocks ahead in city traffic.
- Keep eyes moving and scan for potential hazards -- shift eye attention every two seconds and don't focus on single objects or stare.
- Maintain safe following distance -- minimum of two seconds under good conditions and four seconds under poor weather/road conditions.

- Approach all intersections with caution and look Left-Right-Left before proceeding.
- Use directional signals early when making turns, lane changes, and passing maneuvers.
- Adjust mirrors properly before each trip and check them every 5-10 seconds while driving.
- Avoid backing whenever possible. If you must back, get out and check the area if vision behind the vehicle is restricted.
- Use headlights at all times for improved visibility.

D. Vehicle Assignment

Vehicle assignment shall be at the discretion of the individual department head. Vehicles assigned that are left at City facilities after hours shall be secured and stored in a protected location when available.

E. Accident Reporting

All motor vehicle accidents shall be reported immediately. In addition, the following is required for each accident:

1. Immediately notify the Police Department or the appropriate law enforcement agency to investigate all accidents involving City owned vehicles. For non-injury accidents, call the non-emergency number 614-866-6622 and identify yourself as a City employee driving a city owned vehicle. For injury accidents, call 911; and
2. Notify the direct supervisor/director and/or Human Resources.
3. The Department Head or Supervisor will be responsible for obtaining repair estimates and forwarding this information to Risk Management (Human Resources)
4. The Risk Manager shall be responsible for notifying the appropriate insurance related carrier to report any claims activity.

F. Post-Accident Drug Test

1. An employee shall submit to a post-accident drug test if he/she is involved in a traffic accident or for a violation of any law while operating a City owned vehicle or a personal vehicle while performing his or her duties as a City employee.
2. Any employee shall submit to a post-accident drug test if he/she is involved in an on-the-job accident where:
 - a. Death results;
 - b. Any person is injured and/or transported from the accident scene for medical attention;
 - c. Any of the vehicles must be towed from the scene; or
 - d. The employee is cited for a moving violation.
3. Any employee shall submit to a post-accident drug test if there is reasonable suspicion

to believe that he or she is in violation of this policy by observed actions or physical evidence while performing his or her duties as a City employee.

G. Employee Accountability

All employees using City owned vehicles shall be accountable for their actions while operating City vehicles. The privilege to operate any City owned vehicle shall be suspended, restricted or revoked with cause by the Department Head or City Management. Accidents involving City owned vehicles or City of Reynoldsburg employees shall be investigated by the police department. Findings will be presented to the Department Head.

Driver Requirements:

1. Each driver of a City owned vehicle must have a valid Ohio drivers/operator's license. Should an employee who drives a City owned vehicle be involved in an incident, on or off the job, where his/her license is suspended or revoked, the employee is obligated to inform his/her immediate supervisor and the Human Resources Director within 24 hours of the incident. Failure to inform the City of a suspended or revoked license shall result in disciplinary action according to the Personnel Policy.
2. Driver Disqualifications:
 1. No valid driver's license
 2. Currently insured with an SR22
 3. OVI conviction w/in five years of application or pled to a lesser charge (e.g. reckless operation)
 4. More than (1) OVI conviction as an adult
 5. More than (2) OVI convictions if one conviction was a juvenile
 6. Hit and run crash conviction
 7. Vehicular homicide or assault conviction
 8. More than two moving violations in the past three years (includes preventable or at-fault accidents).
 9. One (1) revocation or suspension of a driver's license as an adult, in effect, due to point's violations or by the courts, in the last five years unless applicant can show that the suspension was the result of an error by the BMV, a random selection or administrative overlap

Driving of Personal Vehicles for City Business

If job duties require use of a personal vehicle on company business, liability insurance with minimum limits of \$100,000/\$300,000 must be maintained.

Moving Violations

The employee operating the City owned vehicle shall be responsible for any fines or penalties as a result of a violation of the state of Ohio laws. Any violation, on or off duty, for speeding

10 mph or more over the speed limit, reckless driving, DWI, speeding in school zone, or other serious moving violation shall be reported to the Department Head within twenty-four (24) hours. Moving violations may be subject to disciplinary action. Drivers may be subject to random checks of their driving history. Failure to report a moving violation to your Department Head shall result in disciplinary action as outlined in the City of Reynoldsburg Personnel Policy.

H. Distracted Driving

Distracted driving is any activity that diverts attention from driving, including talking or texting on your phone, eating and drinking, talking to people in your vehicle, fiddling with the stereo, entertainment or navigation system — anything that takes your attention away from the task of safe driving.

You cannot drive safely unless the task of driving has your full attention. Any non-driving activity you engage in is a potential distraction and increases your risk of crashing.

Employees are prohibited from using cellular telephones while operating a City owned or operated vehicle. If it is necessary for the employee to take a call, the employee shall pull off the road to a safe and nonhazardous location.

Emergency response or safety sensitive position employees are allowed to use cellular telephone devices. However, the use of the cellular phone shall be used with caution and constant observation of the road condition(s) or hazard(s) present at the time of driving.

The City prohibits any form of distracted driving which includes texting, emailing or reading emails while driving.

I. Vehicle Maintenance Procedures

All requested or required maintenance procedures should be routed through the Fleet Maintenance Supervisor which will decide whether or not to initiate repairs in house or within outside contractor, based on description of procedure, timeline of repair, and current workload.

J. Cleaning of Vehicles

1. Vehicles must be kept clean at all times. It is the assigned drivers obligation and responsibility to maintain the vehicle in clean condition.

K. Maintenance of Vehicles

1. It is the responsibility of the assigned driver to report any maintenance or operational issues with a vehicle promptly.

2. The City Fleet Maintenance division will do servicing of all vehicles, unless the work cannot be conducted in house.
3. Special equipment installed on the vehicle (fire extinguisher, flashlights, gas cards, first aid kits, etc.) must stay within that vehicle at all times. Note: Special equipment shall be used only for official City use.
4. Fuel levels are to be checked and maintained daily.
5. The City Garage is not responsible for personal items that are lost or stolen while the vehicle is located at the City Garage or at an outside contracted facility.
6. No City employee is authorized to alter any equipment installed in a city vehicle or repair any city vehicle, with the exception of Fleet Maintenance equipment, which may be repaired by their respective personnel.

Equipment Citations

Employees who operate City vehicles shall assure that their assigned vehicle is roadworthy. Any vehicle deemed unsafe should be reported to the Department Head and the City Fleet Maintenance Supervisor immediately. The operator should use good judgement to assure compliance with weight and marking regulations that apply to the vehicle he/she is operating.

TOBACCO USE POLICY

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

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

DRUG AND ALCOHOL POLICY

Drug-Free Workplace

Alcoholism and drug addiction are treatable diseases. Therefore, employees who believe that they may have an alcohol or drug addiction problem are encouraged to seek professional treatment and assistance. No employee who seeks such treatment or assistance prior to detection will have his job security, promotional opportunities, or other job conditions jeopardized by a request for treatment. The individual's right to confidentiality and privacy will be recognized in such cases. The City may take disciplinary action for any violations of work rules, regardless of the effect of alcohol or drug abuse. Nothing in this policy shall be construed to condone or exonerate employees from their misconduct or poor performance resulting from a drug or alcohol problem.

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

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

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

Drug Policy

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

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

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

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

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

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

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

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

Medical Marijuana

Medical Marijuana was legalized by the State of Ohio under House Bill 523 in 2016. However, medicinal use of marijuana has not been approved by the U.S. Food and Drug Administration (FDA). As such, the use of marijuana in any form for any purpose, authorized for medicinal purposes or unauthorized, is prohibited under the City's Drug Free Workplace Policy. Employees using Schedule 1 controlled substances or illegal drugs, including medical marijuana authorized by and in accordance with Ohio law, are still subject to all provisions of this policy and may be subject to discipline including termination for such use.

There is nothing within in House Bill 523 that requires the City of Reynoldsburg as an employer to permit or accommodate an employees' use, possession, or distribution of medical marijuana. The use of medical marijuana will not be considered a reasonable accommodation for an alleged disability. In addition, the law does not prohibit an employer from taking any adverse employment action because of an employee's or prospective employee's use, possession or distribution of medical marijuana.

The City reserves the right to test any employee for reasonable suspicion and post-accident. Employees that have a Commercial Driver's License are subject to random drug testing.

While CBD oils and supplements are not unlawful under Ohio law, employees must recognize some use of CBD products can result in a positive drug test for marijuana depending on the THC content. An employee who tests positive as a result of using CBD products is still subject to the City's drug free workplace policy.

Drug and Alcohol Testing Policy

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

Where the City has a reasonable suspicion to believe that the employee is in violation of this policy, it may require the employee to go to a medical clinic, at the City's expense, to provide blood and/or urine specimens. Reasonable suspicion shall generally mean suspicion based on personal observation by a City representative, including descriptions of appearance, behavior, speech, breath, or inexplicable behavior.

If requested, the employee shall sign a consent form authorizing the clinic to withdraw a specimen of blood or urine and release the test results to the City. Refusal to sign a consent form or to provide a specimen will constitute insubordination and a presumption of impairment and may result in discharge.

Any employee who tests positive may request retesting of the original specimen at their own expense.

Employees who return to work after the successful rehabilitation will be subject to random drug tests for a period of two years from the date of their return.

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

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

Employees who are required to hold a commercial driver's license (CDL) will be required to participate in the City's drug and alcohol testing program as required by federal law which includes pre-employment testing, post-accident testing, random testing, reasonable suspicion testing, and return-to-work testing. Policies and procedures for these programs will be consistent with federal law and will be made available to employees required to hold CDL's and their supervisors.

Employee that hold a Commercial Driver's License (CDL) or Commercial Learner's permit (CLP) will be required to register the Federal Motor Carriers S – A (FMCSA) Clearinghouse and enter their personal information and the City of Reynoldsburg or their designee will have the requirement that the following personal information collected and maintained under this part shall be reported to the Clearing House

- A verified positive, adulterated, or substituted drug test result;
- An alcohol confirmation test with a concentration of 0.04 or higher;
- A refusal to submit to any test required by subpart C of this part;
- An employer's report of actual knowledge, as defined at § 382.107:
 - On duty alcohol use pursuant to § 382.205;
 - Pre-duty alcohol use pursuant to § 382.207;
 - Alcohol use following an accident pursuant to § 382.209; and
 - Controlled substance use pursuant to § 382.213;
- A substance abuse professional (SAP as defined in § 40.3 of this title) report of the successful completion of the return-to-duty process;
 - A negative return-to-duty test; and
 - An employer's report of completion of follow-up testing.

Discipline

The City may discipline an employee, for any violation of this policy. Nothing herein shall be construed as a guarantee that the City will offer an opportunity for rehabilitation. Failure to successfully complete or participate in a prescribed rehabilitation program, if offered, shall result

in the employee's discharge [including a refusal to test or a positive test result on a return to duty or follow-up test].

Refusal to Test

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

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

Prescriptions/OTC Medications

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

WORKPLACE VIOLENCE

Zero Tolerance

The City is committed to providing a work environment that is safe, secure and free of harassment, threats, intimidation and violence. In furtherance of this commitment, the City enforces a zero tolerance policy for workplace violence. Consistent with this policy, threats or acts of physical violence, including intimidation, harassment, and/or coercion which involve or affect employees, or which occur on City property or at a worksite, will not be tolerated. Employees who are found to have committed acts of workplace violence will receive discipline and possible criminal prosecution, depending on the nature of the offense.

Prohibited Acts of Violence

Prohibited acts of workplace violence include, but are not limited to, the following: (1) hitting or shoving; (2) threatening harm to an employee or his family, friends, associates, or property; (3) intentional destruction of property; (4) harassing or threatening telephone calls, letters or other

forms of written or electronic communications, including email and website postings; (5) intimidating or attempting to coerce an employee to do wrongful acts, as defined by applicable law, administrative rule, policy, or work rule; (6) willful, malicious and repeated following of another person, also known as “stalking” and/or making threats with the intent to place another person in reasonable fear for his safety (7) suggesting or otherwise intimating that an act to injure persons or property is “appropriate”, without regard to the location where the suggestion or intimation occurs; and (8) unauthorized possession or inappropriate use of firearms, weapons, or any other dangerous devices on City property.

Warning Signs and Risk Factors

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

PERSONAL APPEARANCE

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

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

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

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

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

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

Non-Uniform Clothing

Employees not required to wear uniforms daily, may be provided shirts, sweaters, and jackets with the City of Reynoldsburg logo. The clothing may be worn for work at any time but are primarily to be worn for special events where it is desired the City of Reynoldsburg employees can be identified.

All clothing purchased must be approved colors and be branded with City of Reynoldsburg logo/name. Department directors are responsible approving clothing options with the City of Reynoldsburg logo.

While wearing city branded clothing, employees are to conduct themselves in a professional manner. This portion of the policy does negate the ability of the City of Reynoldsburg from providing protective clothing, boots, vests, gloves, aprons or other items deemed protective in nature and intended for specific purposes.

Uniforms or clothing purchased by the city and distributed to employees will be treated as a fringe benefit, included as wages to the employee and subject to withholding tax purposes unless not permit by law.

INVESTIGATIONS AND DISCIPLINE

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

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

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

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

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

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

The filing or prosecution of criminal charges or other civil administrative investigations against an employee for alleged misconduct or criminal activity shall not be determinative as to appropriate disciplinary action, if any, under this policy. The City may investigate the employee’s alleged

misconduct or activities and determine the appropriate discipline, if any, without regard to pending administrative or criminal charges. The disposition of such administrative or charge is independent of a disciplinary investigation. Although the City may utilize information obtained during other investigations, the City's decision to take appropriate disciplinary action may or may not correspond with the filing, or non-filing, of criminal charges or civil actions. A felony conviction while employed with the City is just cause for termination.

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

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

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

Classified employees may appeal suspensions of more than three (3) days, reductions in pay or position, or removals to the Civil Service Commission consistent with the City's civil service rules.

COMPLAINT PROCEDURE (Unless covered under CBA collective bargaining agreement – See Contract)

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

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

Step 1: Immediate Supervisor

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

Step 2: Department Head

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

Step 3: Mayor (or Designee)

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

Step 4: Civil Service Commission

1. If the complaint is not resolved, the aggrieved may file an appeal with the Appointing Authority within five (5) working days after receiving a reply from the Director as noted in Step 3. All decisions of the Appointing Authority are final, except those under the jurisdiction of the Reynoldsburg Civil Service Commission.
2. This grievance procedure will not apply to matters of reduction in pay, involuntary discharge, demotion, or suspension. There is a separate appeal process for classified employees under the Civil Service Commission to handle these problems.

Time limits as set forth in the procedure may be extended by mutual agreement of the parties in writing.

DURATION OF RECORDS

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

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

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

LACTATION BREAKS

Employees who have recently given birth will be allowed a reasonable break time in order to nurse or express breast milk, for up to one year after the child's birth. The employee will be provided appropriate space, other than a bathroom, that is shielded from view and free from intrusion from workers and members of the public. The Fair Labor Standards Act (FLSA) requires employers to provide reasonable break time for an employee to express breast milk for their nursing child for one year after the child's birth each time such employee has need to express the milk. Nursing mothers will be provided a reasonable amount of break time and a space to express milk as frequently as needed by the nursing employee, for up to one year following the birth of the employee's child. The frequency of breaks needed to express breast milk as well as the duration of each break will likely vary. Please contact Human Resources directly if there are concerns with this policy.

CONCEALED CARRY

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

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

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

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

AUDITOR OF STATE FRAUD REPORTING SYSTEM

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

Telephone: 1-866-FRAUD OH (1-866-372-8364)

US Mail: Ohio Auditor of State's Office

Special Investigations Unit

88 East Broad Street

P.O. Box 1140

Columbus, OH 43215

Web: www.ohioauditor.gov

CONTACT WITH NEWS MEDIA/RESIDENTS

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

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

EMPLOYEE INFORMATION AND RECORDS

Employee Information

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

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

RELEASE OF RECORDS:

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

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

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

REVIEW OF FILE:

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

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

PERSONNEL POLICY MANUAL ACKNOWLEDGEMENT

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

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

Issued To: _____

Signed: _____

Date Received: _____



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: November 12, 2024

RE: An Ordinance Authorizing the Mayor to Enter into an Agreement with Kirch Group Technologies, LLC, for Information Technology Services for the Period of January 1, 2025 through December 31, 2025, Waive Competitive Bidding, and Declaring an Emergency

APPROVALS:

Joe Begeny
Stephen Cicak
Chris Shook
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

For the financial needs of the City's government and to be effective January 1, 2025.

STAFF REPORT:

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH KIRCH GROUP TECHNOLOGIES, LLC, FOR INFORMATION TECHNOLOGY SERVICES FOR THE PERIOD OF JANUARY 1, 2025 TO DECEMBER 31, 2025, WAIVE COMPETITIVE BIDDING, AND DECLARING AN EMERGENCY

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF REYNOLDSBURG, COUNTIES OF FRANKLIN, LICKING, and FAIRFIELD, STATE OF OHIO that:

SECTION 1. That the Mayor be and is hereby authorized and directed to enter into an agreement with Kirch Group Technologies, LLC for the period of January 1, 2025 through December 31, 2025, for information technology services for the City of Reynoldsburg.

See Exhibit A attached hereto and incorporated herein.

SECTION 2. That pursuant to section 175.01 (d) of the Codified Ordinances of the City of Reynoldsburg, competitive bidding is waived for the professional services provided by Kirch

Group Technologies, LLC.

SECTION 3. That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the City's government; and further the current agreement expires December 31, 2024; wherefore upon adoption by Council, this Ordinance shall be in effect on January 1, 2025 upon signature by the Mayor.

Kirch Group Technology, LLC Service Agreement Contract

Submitted to:

City of Reynoldsburg
7232 E. Main Street
Reynoldsburg, OH 43068



Kirch Group Technology, LLC - Service Contract

This **Kirch Group Technology Service Agreement** (the “Agreement”) is made and entered into as of the last date appearing at the foot of this Agreement by and between Kirch Group Technology, LLC, an Ohio limited liability company (“KGT”) and the client whose name appears at the foot of this Agreement (the “Client”).

Statement of Agreement:

1. **Agreement Basics.** Pursuant to this Agreement, and subject to the terms, conditions and limitations contained in this Agreement, KGT shall provide general Information Technology (IT) management in support of your business and its Covered Hardware (defined on **Exhibit 1A**) and Covered Software (defined on **Exhibit 1B**) (Covered Hardware and Covered Software are collectively, the “Covered Items”).
2. **Overview.** KGT’s uniquely configured support framework for Covered Items provides a range of services, as selected in this Agreement, designed to keep your computer and network systems functioning. Such services, pertaining to Covered Items, are disclosed on **Exhibit 2**.
3. **System Documentation.** Client shall provide all documentation relative to the Covered Items to KGT. Should documentation be unavailable, KGT will perform a site audit (at an additional cost) to obtain the required information.
4. **Getting Started.** Once the Documentation is delivered or provided to KGT, a KGT technician (a “Tech”) shall perform a series of preliminary studies and recommendations. A quotation may be provided to the client with a list of hardware and/or software and/or labor required to get client to a state in which KGT will accept client into this agreement. Failure to accept and pay in full for this will result in the immediate cancelation of this agreement as client does not qualify for this arrangement.
5. **Services.** The services provided to the Client under this Agreement are specifically set forth on the Contract Service Schedule as disclosed on **Exhibit 5**.
6. **Services Limitations.** Due to the nature of technology, KGT makes no representation regarding its ability to solve every IT/network problem the Client encounters, but KGT does represent that the Tech shall be provided to the Client as provided in this Agreement. Details of service limitations are included on **Exhibit 6**.
7. **Deliverables.** Working with Client’s designated contact person (in some special cases, persons), KGT (acting through its Tech) shall address, as provided in this Agreement, any issues and/or problems concerning Client’s current IT environment as it pertains to Covered Items.
8. **Client Obligations.** For KGT to provide the type of service that our Clients deserve and uphold its obligations under this Agreement, Client must strictly observe and where appropriate perform the obligations disclosed on **Exhibit 8**.
9. **Term and Termination.** The Term of this Agreement shall commence on the effective date as defined in this Agreement. This period is also referred to as the “Term.” This Agreement may be terminated by KGT prior to the Agreement End Date upon Client’s failure to perform any of its obligations defined in § 8 or on **Exhibit 8**, including, but not limited to failure to discharge Client’s financial obligations under this Agreement with fifteen (15) days of Client’s receipt of a written notice of default. Additional reasons for termination of this agreement are described on **Exhibit 9**.
10. **Fees and Payments.** Client’s fees for services provided in the Contract Service Schedule appear on the Contract Price Schedule disclosed on **Exhibit 10**. Beginning on the Effective Date, Client shall be billed according to the below-stated payment schedule set forth on the Contract Price Schedule, in advance for applicable fees. Any amount due to KGT under this Agreement, whether under the Contract Price Schedule or billing for additional services shall be payable in full upon receipt of an invoice, without withholding, deduction or offset of any amounts for any purpose. **Any amount not paid within thirty (30) days of the invoice’s date shall be subject to an interest charge of eighteen percent (18%) per annum.** Any KGT billing not disputed by Client both in writing and in good faith, within thirty (30) days of Client’s receipt of an invoice is deemed approved and accepted by Client. The Contract Price Schedule only covers items on the Contract

Service Schedule. The Contract Service Schedule work is performed during normal business hours of 8:00am-5:00pm EST, Monday – Friday. Please see website for list of Holidays and dates KGT office is closed. If Client needs an issue addressed outside the normal business hours, such services (whether or not such service is on the Contract Service Schedule) shall be billed at KGT's then effective "After-Hours Rate", unless KGT agrees to a different rate in writing prior to such services being performed. After-Hours Rates are defined on the KGT website and are subject to change at any time.

11. **Non-interference.** Client shall not hire, interview, solicit for hire or aid any third party in hiring any KGT employee, consultant, technician or agent during the Term and for a period of one (1) year after this Agreement has been terminated, or later if KGT's completion of any services for Client's benefit extends beyond the termination date.
12. **Entire Agreement.** This Agreement along with all attached Exhibits constitute one and only one agreement regarding this Agreement's subject matter. This Agreement may not be amended, altered or modified in any manner, except as specifically provided herein, unless it is done so in a written instrument signed by both the Client and KGT; provided, that, one of such instrument's terms reflects one its purpose is to amend this Agreement.
13. **Notices.** Any notice required or permitted under this Agreement must be in writing and except for the ARTS site and/or voice mail provided for in § 6 (and **Exhibit 6**) and sent to the party at the address appearing on **Exhibit 13**. Such notice(s) shall be deemed received on (a) the date it is posted in the U.S. Mail systems, properly addressed, bearing adequate postage with a return receipt appended, (b) when delivered to an overnight delivery service, if properly addressed (for this purpose only Federal Express and UPS are acceptable), or (c) when sent by email to the party's email address set forth at the foot of this Agreement; provided, that, an electronic receipt for such email as received by the sender.
14. **Assigned Technician.** KGT will provide a technician to Client. This technician will operate under the guidelines as described in **Exhibit 14**.

IN WITNESS WHEREOF, KGT and Client have executed this Agreement as of the date appearing next to their signature and each of KGT and Client represent to the other party that the person executing this Agreement on this behalf is fully authorized to bind the party for which it is so executing.

TERM - Contract Effective Date: 1/1/2025 – 12/31/2025

CLIENT:

City of Reynoldsburg

By: _____

Printed Name: _____

Date: _____

KGT:

Kirch Group Technology, LLC

By: _____

John Stickel, Managing Member

Date: _____

Exhibit 1A:

“Covered Hardware:”

[Updated Hardware List Will Be Here – to be added late in December, 2024]

Exhibit 1B:

“Covered Software:”

Client Operating Systems (OS):

- All Versions of Microsoft Windows which have not reached their end of support life. The end of support life is determined by Microsoft and the end of support life date and Operating System versions are listed on the Microsoft.com website.

Server Operating Systems (OS):

- All Versions of Microsoft Windows Server which have not reached their end of support life. The end of support life is determined by Microsoft and the end of support life date and Operating System versions are listed on the Microsoft.com website.

Applications:

- All Versions of Microsoft Office which have not reached their end of support life. The end of support life is determined by Microsoft and the end of support life date and Office versions are listed on the Microsoft.com website.

NOTICE: KGT may charge extra if support is required on any device running an operating system that has passed the Vendor EOL (End of Life) date.

It is not possible for KGT to completely support all software; however, we will attempt to resolve any issues you may have if an error occurs. We must be given an error. To get further support with this agreement for industry specific software, we require you to maintain an ongoing support contract with that software vendor. We will still assist you in troubleshooting, by utilizing the support contract and contacting the specific vendor.

Training is not included in the agreement. Training is helping a user understand how to use the software and/or utilize certain features of the software. Although a technician may choose to train a Client, this is not typically included in the agreement. Client will be notified in advance if training is going to be invoiced and arrangements for payment and amounts will be determined.

Exhibit 2:

“Menu of Services:”

- a. Site Assessment
- b. IT Inventory and Management
- c. Scheduled Visits (either “on-site” or “remote”)
- d. Proactive Service
 - a. Check Server(s) for Errors
 - b. Verify Backups
 - i. KGT will confirm that backups are getting done. However, KGT will not test backup media at each visit to confirm a full disaster recovery test. This service (disaster recovery test) is an additional charge.
 - c. Verify Anti-Virus Software
- e. Technology Knowledge and Guidance
- f. Help Desk Support (including phone support)
- g. Covered Items Reliability Check
- h. Covered Items Basic Security Check
- i. Cost Management and Control (IT Budget Assistance; if asked by Client)

Exhibit 5:

“Contract Service Schedule:”

Contract Services generally include the following: (a) Scheduled Visits; (b) Server Specific Duties; (c) Personal Computer Specific Duties; (d) Peripheral Specific Duties; (e) ARTS response protocol; and (f) Software Support, which relate to the following services descriptions; provided, however, to the extent there is a conflict between the Contract Service Schedule and this Exhibit 5, the former shall control.

Scheduled Visits. The date, time and frequency for Tech Client Visits are based on the size, amount and complexity of Covered Hardware as determined by KGT. Client and KGT must agree on specific dates and times for the Tech’s performance of the scheduled maintenance covered by this Agreement. **Such schedule may be modified to reflect Covered Items changes.**

Scheduled Visits:

- a. This constitutes scheduled visits under this Agreement.
- b. Scheduled visits typically last between one and two hours.
 1. Scheduled visits not to exceed three hours, unless prior arrangements are made between Client and KGT.
 2. The Tech may, in his/her discretion, reschedule time for incidents not previously submitted to KGT either under ARTS or by telephone phone calls received by KGT at least one business day prior to the start time for such scheduled visit.
 - A. Any additional services not covered by the terms of this Agreement performed during a scheduled visit, under ARTS or due to a telephone call may result in fees in addition to the basic fees (aka Contract Price) set forth in this Agreement.
 - B. When the technician arrives on the scheduled day, he/she will address any ARTS submitted tickets with the Client’s contact person. The technician will then proceed with the following services on applicable covered hardware.

Server Related Duties:

During both Scheduled Visits, and where appropriate in the Tech’s opinion, the following Server Specific Duties shall be conducted/reviewed by the Tech: review outside of server housing for warning lights; check server for adequate storage space; Review Windows event logs for messages, warnings, and errors and address as necessary; Review and approve appropriate Windows updates via Windows Software Update Services; Review network Anti-virus management software for issues and address as necessary and Review server and data backups and address as necessary.

Personal Computer Related Duties.

During both Scheduled Visits, and where appropriate in the Tech’s opinion, the following Personal Computer Specific Duties shall be conducted/reviewed by the Tech: ensure Windows updates are or have been installed correctly; monitor for malware infections; and run cleanup utilities to provide highest available usage speeds.

Peripheral Related Duties.

During both Scheduled Visits, and where appropriate in the Tech’s opinion, the Tech shall ensure proper operation of printers, scanners, firewalls, switches and the like; **provided, that**, such peripherals are listed in the Covered Hardware Schedule as the date of the visit.

ARTS Response Protocol.

This Agreement provides access to a Tech who provides necessary services to monitor and maintain your current system and network environment as provided herein. Consequently, KGT provides a Tech for an on-site, scheduled visits. Client is authorized to leave emergency/non-emergency voice mail messages and is granted access to the KGT's Automated Response and Ticket Submission (ARTS) site. All scheduled visits and support occur during KGT's normal business hours of which are listed on our website. Our offices are closed on all National Holidays. If support in response to an ARTS request is performed at Client's request "after normal business hours", Client will be billed for a fee in addition to Client's regular financial obligations set forth in this Agreement.

Software Support.

KGT provides support under this Agreement for Covered Software as it relates to its proper installation and configuration in your current business environment. Usage and appropriate understanding of how the Covered Software is (or may be) utilized in the Client's business is outside this Agreement's scope. KGT, may, where appropriate, endeavor to dispense Covered Software knowledge where and when appropriate based upon the applicable Tech's expertise with the particular software item. However, KGT reserves the right to decline support for Covered Software usage and understanding when it determines that the Client (or Client's applicable user) needs or could benefit from software training.

Upgrading or Replacing Hardware/Software.

Upgrading or replacing hardware or software normally requires an on-site visit. However, hardware and/or software upgrades may be completed remotely, with or without the knowledge of the Client. This Agreement does not include the cost of new or replacement hardware, software, cabling or other equipment that may be required to perform services under this Agreement. A separate labor fee shall be applied for adding any hardware not listed on the Covered Hardware Schedule. A separate labor fee shall be applied for major software upgrades or new installations. Clients shall be quoted a price for new or replacement hardware prior to installation or repair. Labor fees associated with repair of hardware on the Covered Hardware Schedule are included in this Agreement, except where outlined on the Contract Price Schedule. Applicable sales tax shall be charged as required by applicable law.

Caveats: KGT recommends business class hardware and software for all of our clients. Purchasing hardware and software through KGT is not a requirement under this Agreement. However, Client benefits with KGT's price breaks on business class IT hardware and software from Dell and other vendors. Should Client seek to upgrade or replace hardware or software with non-business class hardware, software, or items the use of which KGT has recommended against, the labor fees for such replacement or repair are not included in the with this Agreement.

Exhibit 6:

“Service Limitations:”

- a. Once Client submits an Emergency ticket to the ARTS site and/or an Emergency voice mail message, KGT shall have four (4) business hours to acknowledge the ticket. KGT shall then have two (2) business hours to begin the attempt at resolving the issue. The attempt is not necessarily limited to an on-site Tech visit. Remote efforts by KGT designed to address the problem(s) are attempts. No guarantee can be made that the issue will be resolved in the above stated time.
 - a. **MODIFICATION FOR CITY OF REYNOLDSBURG:**
 - i. Should the 911/Communications go down during business hours or After Hours, personal contact via cell phone to KGT Technician is permitted to facilitate immediate response. KGT will invoice client at current After Hours Rate should contact fall outside of normal KGT business hours.
- b. Services not included in this Agreement or listed on the Contract Service Schedule are billable in addition to the Contract Price Schedule and include: setup and configuration of PCs, printers, and other peripherals not listed in the Covered Hardware Schedule; setup and configuration of new servers; installation and configuration of new software and/or major software upgrades; software research related to Client’s business; excessive hardware and/or software quotes; emergency IT support outside normal business hours as define in the Agreement; **direct contact (e-mail, phone calls) with Tech(s) not KGT initiated**; software training for Client’s employees; or reinstallation of server operating systems and programs.
- c. Force majeure—Problems considered force majeure are not services coming within the Contract Services Schedule and this Agreement. Force majeure includes acts of God, fire, theft, insurrection, situations involving marital law, etc. KGT reserves the right to bill for issues that arise directly, or indirectly, from force majeure including issues with ISP’s, telephone companies, power and cellular companies. Force majeure relieves KGT of its response time obligations under this Agreement.

Exhibit 8:

“Client Obligations/Duties:”

- a. All issues and/or IT related questions must be submitted to KGT via the ARTS site or through KGT’s voicemail system. **Direct contact (e-mail, phone calls) with Tech(s) not KGT initiated** is not permitted and is subject to additional billing charges;
- b. Pay all invoices by their due date. Failure to pay on due date shall result in late fees, stoppage of service and/or termination of this Agreement;
- c. Pay all Agreement fees by due date stated on the applicable invoice. Failure to pay by due date shall result in late fees, stoppage of service and/or termination of this Agreement;
- d. Provide KGT with as much advanced notice to any changes to current network environment (ISP changes, phone system changes, personnel changes);
- e. Maintain all applicable software licenses and software, whether or not such software is part of the Covered Software Schedule;
- f. **KGT will not install or service illegal software and Client’s installation and/or use of such illegal software may result in KGT’s termination of this Agreement;**
- g. Notify KGT regarding any software installed and purchased without consulting KGT;
- h. Advise Client’s staff on usage of ARTS and against direct Tech contact (for support initiation);
- i. Provide Client staff with proper software training on applicable company software as KGT does not provide support on software usage;
- j. Advise KGT of the presence of mobile devices that connect to Client’s network or gather company email;
- k. Maintain an active virus scanning solution and routine backup solution as deemed appropriate by KGT for Client’s environment;
- l. KGT reserves the right to invoice the client for Spyware/Malware removal should the client refuse to have appropriate preventative software and/or hardware in place as deemed appropriate by KGT for Client’s environment.

Exhibit 9:

“Agreement Terms and Termination Details:”

- a. If the Agreement End Date arrives, and the Agreement is not renewed, so long as all of Client’s obligations under this Agreement are fully satisfied by such date, then KGT shall return the Documentation to Client and retain copies exclusively for archive and liability purposes upon request by Client. KGT shall make no further use of such Documentation and shall hold it in the strictest of confidence.
- b. If the Agreement End Date arrives or if the Agreement is terminated earlier due to Client’s failure to comply with all its obligations found in § 8 of this Agreement (and **Exhibit 8**), neither shall the Documentation be returned to Client nor shall the temporary passwords installed by KGT be released, except as provided in c, below, unless and until Client has brought current or remedied, in KGT’s opinion, its obligations under § 8 of this Agreement (and **Exhibit 8**).
- c. If the nature of Client’s business is such that temporary protective passwords installed by KGT would create legal liability for Client, which areas must be disclosed to KGT on or before the effective date, the passwords referenced in b, above, shall not be applied to such items.
- d. Should Client terminate this Agreement and the Contract Price Schedule payments shall have been paid either in advance or in full, no refund shall be given and KGT shall not be obligated thereafter to provide any services contemplated by this Agreement.

Exhibit 10:

“Contract Price Schedule:”

Service Agreement:

Payment Schedule: Quarterly

Payment Amount: \$45,600.00

Invoice Date(s): 1/1/2025, 4/1/2025, 7/1/2025, 10/1/2025

Total Payment for Entire 2025 Contract: \$182,400.00

Support Ticketing System:

Payment Schedule: Quarterly

Payment Amount: \$1,110.00

Invoice Date(s): 1/1/2025, 4/1/2025, 7/1/2025, 10/1/2025

Total Payment for Entire 2025 Contract: \$4,440.00

Note: Above prices do not include any applicable taxes.

Exhibit 13:

“Addresses, E-mail Addresses and Telephone Numbers:”

Client Address and Business Phone:

City of Reynoldsburg
7232 E. Main Street
Reynoldsburg, Ohio 43068

PH: (614)322-6800

Client Primary Contact (and secondary if applicable):

Stephanie Cornell
scornell@reynoldsburg.gov

Exhibit 14:

“Assigned Technician:”

Should the details below contradict other statements made above in the contract, the details below take priority.

- a. KGT will provide an assigned technician for Client. This technician will operate outside the current limitations of this contract. Technician will provide routine IT services as expected from a Network Administrator. No additional fees will be billed to the Client for services provided by this technician.
- b. Total technician time will be 32 hours per week. Hours will be reduced when Client offices are closed according to Holiday Schedule. This contract includes ten (10) hours of After-Hours Support per contract year provided by the assigned technician. Routine, scheduled service, outside of normal business hours does not count as After-Hours Support. Routine, scheduled service, outside of normal business hours is included in the contract.
- c. KGT will make a reasonable effort to provide the same technician. Should this technician be unavailable, KGT will provide an alternate technician as to keep the above schedule.
- d. Assigned technician will not be limited to on-site hours only. Should any emergencies arise, assigned technician will be responsible for handling the issue. Should the emergency (not scheduled) arise outside of normal business hours, the included ten (10) hours of After-Hours Support will be used. Once used completely, the Client will be invoiced at the current After-Hours Rate. Any unused hours may not be carried forward to another contract year.
- e. Assigned technician will have a cell phone and can be contacted by Client at any time, understanding this could result in additional billing (according to rules above).



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: November 12, 2024

RE: An Ordinance Authorizing the Mayor to Enter into a Contract for City Cyber Insurance for 2025, Waive Competitive Bidding, and Declaring an Emergency

APPROVALS:

Joe Begeny
Stephen Cicak
Chris Shook
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

For the financial needs of the City's government and to be effective January 1, 2025.

STAFF REPORT:

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR CITY CYBER INSURANCE FOR 2025, WAIVE COMPETITIVE BIDDING, AND DECLARING AN EMERGENCY

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

SECTION 1. That the Mayor be and is hereby authorized to enter into contract for City cyber insurance coverage for a one-year period beginning January 1, 2025 and ending December 31, 2025 with Willis of Ohio, Inc. and its related companies in an amount not to exceed \$50,000.

SECTION 2. That pursuant to Reynoldsburg City Code Section 175, competitive bidding for said insurance is hereby suspended.

SECTION 3. That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the City and further, that the current policy expires on December 31, 2024; wherefore, upon adoption by Council, this Ordinance shall be in effect January 1, 2025 upon signature of the Mayor.

**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: November 12, 2024

RE: An Ordinance Authorizing the Mayor to Enter into a Contract with OHM Advisors for Design Services and Appropriate Remaining ARPA Funds to Upgrade City Hall and Council Chambers, Appropriating Appropriating Funds, and Declaring an Emergency

APPROVALS:

Joe Begeny
Stephen Cicak
Chris Shook
Mollie Prasher

EMERGENCY:

Single Read Emergency

REASON FOR EMERGENCY:

America Recovers Act funds must be appropriated by December 31st.

STAFF REPORT:

This Ordinance is to allow the Mayor to contract with OHM who will provide designs and cost estimates to

Update the campus landscaping, incorporating the police headquarters and the City Hall buildings.

New signage design for City Hall building and entry.

Renovating the existing Council Chambers to add a conference room at the rear of the chambers and adding an additional exit from the chambers.

Create additional offices on the 2nd floor of the building in the location of the existing conference room.

Opinions of cost for these renovations.

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH OHM ADVISORS FOR DESIGN SERVICES AND APPROPRIATE REMAINING ARPA FUNDS TO UPGRADE CITY HALL AND COUNCIL CHAMBERS, APPROPRIATING FUNDS, AND DECLARING AN EMERGENCY

WHEREAS, the Mayor has determined the need for updating City Hall including existing conference room space, office space, and external modifications; and

WHEREAS, the funds for the design work will be provided through the unused American Rescue Plan Act funding; and

WHEREAS, the cost for the design of these improvements is \$42,300.

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

SECTION 1. That the Mayor is directed to enter into a contract with OHM Advisors for design services for City Hall for a cost of \$42,300.

SECTION 2. That an amount of \$42,300 be appropriated from the unappropriate America Rescue Plan Act fund account number 206.000.5659 to account number 110.448.5339 Miscellaneous Contract Services.

SECTION 4. This Ordinance is deemed to be an emergency in order to distribute funding as prior to the December 31, 2024 deadline; wherefore, upon passage by Council and signature of the Mayor, this Ordinance will be in effect.

October 25, 2024

William Dorman, Director of Public Service
City of Reynoldsburg
7232 East Main Street
Reynoldsburg, Ohio 43068

Re: Revised Architectural and Engineering Services for
Reynoldsburg City Hall Master Plan
7232 East Main Street
Reynoldsburg, OH 43068

Dear Bill,

At your request we are pleased to provide you with the following fee structure for the above referenced project. The project consists of creating a master plan for the City Hall to incorporate several needed updates and renovations. The main areas we will focus on consist of:

- Updating the campus landscaping, incorporating the police headquarters and the City Hall buildings.
- New signage design for City Hall building and entry.
- Renovating the existing Council Chambers to add a *conference room* at the rear of the chambers and adding in an addition exit from the chambers.
- *Create additional offices on the 2nd floor of the building in the location of the existing conference room.*
- Opinions of cost for these renovations.

TASK 1 - DISCOVERY AND PROGRAMMING

We will meet with you to review the existing conditions of the building and landscaping, identify current infrastructure, current challenges and desired vision. We will program for a future landscape plan, signage structure and Council chambers. We will generate a set of goals that will guide the development of a new master plan.

TASK 2 - SCHEMATIC DESIGN

We will develop a schematic design of the Council Chambers renovation to show you some potential options for consideration. This design will consist of a floor plan and demolition plan to show the extent of the design concept. We will also develop a draft master landscape plan for the civic campus (city hall and police station) based off of available GIS data. This will include a color rendered plan, with plant and material palettes. OHM will also prepare 2-3 concepts for a signage and gateway package at the city hall campus. This will include a new building sign along Main Street, and a gateway concept at Davidson and Main. We will meet with you to review these concepts and gather comments. We will update the floor plans as needed and send these back to you for review and approval.



Deliverables

- ▶ Schematic building space plan (Up to 3)
- ▶ Color rendered landscape plan with plant and material palettes.
- ▶ 2-3 concepts for exterior signage

TASK 3 – SCOPING DOCUMENTS

OHM will prepare a final draft master plan for the Council Chambers renovation, the landscape master plan and sign concepts based on the outcomes of the review meeting with the client. Design build drawings will be prepared for these options with the assumption the landscaping will be installed by city parks staff. The signage package can be provided to a sign fabrication company for final design and construction. We will engage Prater Engineering to assess the interior renovation scope and provide a design narrative for the proposed renovations. We will develop an opinion of probable costs based on the approved documents.

Deliverables

- | | |
|----------------------------|---------------------------------------|
| ▶ Demolition Plan | ▶ Details |
| ▶ Architectural Floor Plan | ▶ Doors/Hardware Schedule and Details |
| ▶ Reflected Ceiling Plan | ▶ Landscape Plan with materials list |
| ▶ Finishes Plan | ▶ Irrigation plan |
| ▶ Interior Elevations | ▶ Opinion of probable cost |

FEE SCHEDULE

Task 1 – Discovery and Programming	\$ 5,200
Task 2 – Schematic Design	\$ 15,300
Task 3 – Scoping Documents	\$ 21,800
TOTAL:	\$ 42,300

PROJECT SCHEDULE

It is your intention to obtain pricing for the interior alterations before the end of 2024. In order to do this, we propose the following accelerated 3-week design schedule.

Interior Renovations only:

November 14 – Meet with users and stakeholders to review goals and vision for the project.

November 21 – Meet with users and stakeholders to review an initial schematic design. OHM will take comments from this meeting and update the plan.

November 27 – Meet with users and stakeholders to review schematic changes and approve the plan with changes. This is the day before Thanksgiving. This meeting can be virtual.

December 5th – OHM send project out for cost estimating

December 23rd – Costs received and reviewed.



Site Master Planning:

The remaining exterior signage and landscaping portion of the project is proposed to be delivered by the end of February 2025.

ADDITIONAL SERVICES

The following is an itemized list of various services that are not included in the base fee proposal.

- Site survey
- Construction documents and permitting.
- Additional services, which consist of any services not specifically included in this proposal, may be provided if authorized in writing by you. Compensation for additional services will be based on our standard hourly billing rates unless another agreement is arranged for in advance.

Our Current Hourly rates are:

Architect IV	\$210.	Technician III	\$145.
Architect III	\$195.	Technician II	\$130.
Architect II	\$180.	Technician I	\$110.
Architect I	\$165.	Architectural Aide	\$85.
Project Specialist II	\$175.	Administrative Support	\$105.
Project Specialist I	\$145.	Clerical Aide	\$90.
Graduate Architect III	\$155.	Principal	\$245.
Graduate Architect II	\$135.	Sr. Associate	\$225.
Graduate Architect I	\$125.	Associate	\$215.
Technician IV	\$160.		

Please call if you have any questions or concerns. Thank you for your consideration of OHM Advisors. We appreciate your trust in us and look forward to working with you.

Sincerely,

A handwritten signature in blue ink that reads "Jennifer Carney Triplett".

Jennifer Carney Triplett, RA, LEED AP
Principal



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: November 12, 2024

RE: A Resolution Authorizing the Mayor to Enter into an Agreement with OHM Advisors (OHM) for General Engineering Consulting and Professional Design Services

APPROVALS:

Joe Begeny
Stephen Cicak
Chris Shook
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

A Resolution Authorizing the Mayor to Enter into An Agreement with OHM Advisors (OHM) for General Engineering Consulting and Professional Design Services

WHEREAS, the Codified Ordinances of the City of Reynoldsburg require the City to select a Consulting City Engineer to provide engineering consulting and design services; and

WHEREAS, the City wishes to add an additional Consulting City Engineer that is eligible to provide engineering consulting and design services.

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

SECTION 1. That the Mayor be and is hereby authorized to enter into an agreement with OHM for the period of November 12, 2024 through December 31, 2025, for general engineering and professional design services for the City of Reynoldsburg.

SECTION 2. That Council does hereby waive Section 174.04 Timetable for Selection Process.

SECTION 3. That this Resolution, upon approval by Council, shall be effective November 12,

2024 following the signature of the Mayor.



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: November 12, 2024

RE: A Resolution Authorizing the Mayor to Enter into an Intergovernmental Working Agreement with Franklin Soil and Water Conservation District to Support the Big Walnut Watershed Coordinator Program Administered by Franklin Soil and Water Conservation District in Coordination with and Support from MORPC and the State Watershed Programs with ODNR and Ohio EPA

APPROVALS:

Joe Begeny
Stephen Cicak
Chris Shook
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

A Resolution Authorizing the Mayor to Enter into an Intergovernmental Working Agreement with Franklin Soil and Water Conservation District to Support the Big Walnut Watershed Coordinator Program Administered by Franklin Soil and Water Conservation District in Coordination with and Support from MORPC and the State Watershed Programs with ODNR and Ohio EPA

WHEREAS, the City Reynoldsburg has an annual contract with the Franklin County Soil and Water Conservation District to benefit the City's stormwater management permit compliance regarding public education and outreach, post construction and overall stormwater management practices.

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

SECTION 1. That the Mayor be and is hereby authorized to enter into an Intergovernmental Working Agreement with Franklin Soil and Water Conservation District to support the Big

Walnut Watershed Coordinator Program administered by Franklin Soil and Water Conservation District at a cost of \$26,115.00.

SECTION 2. That upon adoption by Council, this Resolution shall be in effect immediately following the signature of the Mayor.

**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: November 12, 2024

RE: An Ordinance Authorizing the Mayor to Enter into a Contract with OHM Advisors for Design Services and Appropriate Remaining ARPA Funds to Upgrade City Hall and Council Chambers, Appropriating Appropriating Funds, and Declaring an Emergency

APPROVALS:

Joe Begeny
Stephen Cicak
Chris Shook
Mollie Prasher

EMERGENCY:

Single Read Emergency

REASON FOR EMERGENCY:

America Recovers Act funds must be appropriated by December 31st.

STAFF REPORT:

This Ordinance is to allow the Mayor to contract with OHM who will provide designs and cost estimates to

Update the campus landscaping, incorporating the police headquarters and the City Hall buildings.

New signage design for City Hall building and entry.

Renovating the existing Council Chambers to add a conference room at the rear of the chambers and adding an additional exit from the chambers.

Create additional offices on the 2nd floor of the building in the location of the existing conference room.

Opinions of cost for these renovations.

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH OHM ADVISORS FOR DESIGN SERVICES AND APPROPRIATE REMAINING ARPA FUNDS TO UPGRADE CITY HALL AND COUNCIL CHAMBERS, APPROPRIATING FUNDS, AND DECLARING AN EMERGENCY

WHEREAS, the Mayor has determined the need for updating City Hall including existing conference room space, office space, and external modifications; and

WHEREAS, the funds for the design work will be provided through the unused American Rescue Plan Act funding; and

WHEREAS, the cost for the design of these improvements is \$42,300.

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

SECTION 1. That the Mayor is directed to enter into a contract with OHM Advisors for design services for City Hall for a cost of \$42,300.

SECTION 2. That an amount of \$42,300 be appropriated from the unappropriate America Rescue Plan Act fund account number 206.000.5659 to account number 110.448.5339 Miscellaneous Contract Services.

SECTION 4. This Ordinance is deemed to be an emergency in order to distribute funding as prior to the December 31, 2024 deadline; wherefore, upon passage by Council and signature of the Mayor, this Ordinance will be in effect.



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: November 12, 2024

RE: An Ordinance to Amend Chapter 945 Sewer Charges, Section 945.02(c) Rate Schedule of the Code of Ordinances for the City of Reynoldsburg, and Declaring and Emergency

APPROVALS:

Joe Begeny
Chris Shook
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

The City of Columbus is raising sewer rates 6%; the City of Reynoldsburg will not increase over Columbus rates.

AN ORDINANCE TO AMEND CHAPTER 945 SEWER CHARGES, SECTION 945.02(C) RATE SCHEDULE OF THE CODE OF ORDINANCES FOR THE CITY OF REYNOLDSBURG, AND DECLARING AN EMERGENCY

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

SECTION 1. That Section 945.02(c) Rate Schedule of Chapter 945 Sewer Charges of the Code of Ordinances for the City of Reynoldsburg be and is hereby amended to read as follows:

945.02 Sewer Rate Schedule

(c) Sewer charges for any building or premises shall be based on water consumption for the buildings. Sewer rental charges are hereby established for all residential, commercial and industrial users, effective January 1, 2025 at the rate of eleven dollars and twenty-six cents (\$11.26) per 1,000 gallons.

SECTION 2. That existing Section 945.02(c) of Chapter 945 Sewer Charges be and is hereby repealed and replaced.

SECTION 3. That this Ordinance is effective immediately upon passage by Council and the signature of the Mayor and deemed to be an emergency in order it be effective January 1, 2025.



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: November 12, 2024

RE: An Ordinance to Amend Chapter 160 Employee Compensation, Section 160.02 Authorized Positions, Personnel, Classifications and Pay Grades, Section 160.03 Salary Schedule, Section 160.04 Other Compensation, Section 160.05 Overtime Eligibility, Section 160.07 Longevity, and Section 160.10 Educational Assistance for the City of Reynoldsburg, Ohio, and Declaring an Emergency

APPROVALS:

Joe Begeny
Stephen Cicak
Chris Shook
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

This ordinance is deemed to be an emergency for the financial needs of the City's government and needs to be effective January 1, 2025.

STAFF REPORT:

AN ORDINANCE TO AMEND CHAPTER 160 EMPLOYEE COMPENSATION, SECTION 160.02 AUTHORIZED POSITIONS, PERSONNEL, CLASSIFICATIONS AND PAY GRADES, SECTION 160.03 SALARY SCHEDULE, 160.04 OTHER COMPENSATION, SECTION 160.05 OVERTIME ELIGIBILITY, SECTION 160.07 LONGEVITY, AND SECTION 160.10 EDUCATIONAL ASSISTANCE FOR THE CITY OF REYNOLDSBURG, OHIO, AND DECLARING AN EMERGENCY

WHEREAS, the Council of the City of Reynoldsburg, Ohio, has determined that it is necessary to amend Chapter 160 Employee Compensation updates to Section 160.02 Authorized Positions, Personnel, Classifications and Pay Grades, Section 160.03 Salary Schedule, Section 160.04 Other Compensation, Section 160.05 Overtime Eligibility, Section 160.07 Longevity, and Section 160.10 Educational Assistance.

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

SECTION 1. That the City of Reynoldsburg, Ohio amend Section 160.02 Authorized Positions, Personnel, Classifications and Pay Grades, Section 160.03 Salary Schedule, Section 160.04 Other Compensation, Section 160.05 Overtime Eligibility, Section 160.07 Longevity, and Section 160.10 Educational Assistance for the City of Reynoldsburg policies as per Exhibit A attached hereto and incorporated herein.

SECTION 2. That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the City; wherefore, upon adoption by the Council, this Ordinance shall be in effect immediately upon signature by the Mayor.



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: November 12, 2024

RE: An Ordinance to Amend the Personnel Procedure Manual Regarding Educational Assistance Incentive Program, Vacation Leave, Holidays, and Sections Relative to the CBA Collective Bargaining Agreement, and Declaring an Emergency

APPROVALS:

Joe Begeny
Chris Shook
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

Deemed to be an emergency for the financial needs of the City's government and to be effective January 1, 2025.

STAFF REPORT:

AN ORDINANCE TO AMEND THE PERSONNEL PROCEDURE MANUAL REGARDING EDUCATIONAL ASSISTANCE INCENTIVE PROGRAM, VACATION LEAVE, HOLIDAYS, AND SECTIONS RELATIVE TO THE CBA COLLECTIVE BARGAINING AGREEMENT, AND DECLARING AN EMERGENCY

WHEREAS, the Council of the City of Reynoldsburg, Ohio, has determined that it is necessary to update Reynoldsburg's Personnel Procedure Manual.

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

SECTION 1. That the City of Reynoldsburg Ohio Personnel Procedure Manual does hereby amend the Educational Assistance Incentive Program, Vacation Leave, Holidays, and various sections as they relate to the CBA Collective Bargaining Agreement to read as follows:

See Exhibit A attached hereto and incorporated herein.

SECTION 2. That this Ordinance is deemed to be an emergency measure necessary for the

financial needs of the City and further to have the policy in place on January 1, 2024; wherefore, upon adoption by Council this Ordinance shall be in effect immediately upon signature by the Mayor.



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: November 12, 2024

RE: An Ordinance Authorizing the Mayor to Enter into an Agreement with Kirch Group Technologies, LLC, for Information Technology Services for the Period of January 1, 2025 through December 31, 2025, Waive Competitive Bidding, and Declaring an Emergency

APPROVALS:

Joe Begeny
Stephen Cicak
Chris Shook
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

For the financial needs of the City's government and to be effective January 1, 2025.

STAFF REPORT:

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH KIRCH GROUP TECHNOLOGIES, LLC, FOR INFORMATION TECHNOLOGY SERVICES FOR THE PERIOD OF JANUARY 1, 2025 TO DECEMBER 31, 2025, WAIVE COMPETITIVE BIDDING, AND DECLARING AN EMERGENCY

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF REYNOLDSBURG, COUNTIES OF FRANKLIN, LICKING, and FAIRFIELD, STATE OF OHIO that:

SECTION 1. That the Mayor be and is hereby authorized and directed to enter into an agreement with Kirch Group Technologies, LLC for the period of January 1, 2025 through December 31, 2025, for information technology services for the City of Reynoldsburg.

See Exhibit A attached hereto and incorporated herein.

SECTION 2. That pursuant to section 175.01 (d) of the Codified Ordinances of the City of Reynoldsburg, competitive bidding is waived for the professional services provided by Kirch

Group Technologies, LLC.

SECTION 3. That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the City's government; and further the current agreement expires December 31, 2024; wherefore upon adoption by Council, this Ordinance shall be in effect on January 1, 2025 upon signature by the Mayor.



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: November 12, 2024

RE: An Ordinance Authorizing the Mayor to Enter into a Contract for City Cyber Insurance for 2025, Waive Competitive Bidding, and Declaring an Emergency

APPROVALS:

Joe Begeny
Stephen Cicak
Chris Shook
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

For the financial needs of the City's government and to be effective January 1, 2025.

STAFF REPORT:

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR CITY CYBER INSURANCE FOR 2025, WAIVE COMPETITIVE BIDDING, AND DECLARING AN EMERGENCY

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

SECTION 1. That the Mayor be and is hereby authorized to enter into contract for City cyber insurance coverage for a one-year period beginning January 1, 2025 and ending December 31, 2025 with Willis of Ohio, Inc. and its related companies in an amount not to exceed \$50,000.

SECTION 2. That pursuant to Reynoldsburg City Code Section 175, competitive bidding for said insurance is hereby suspended.

SECTION 3. That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the City and further, that the current policy expires on December 31, 2024; wherefore, upon adoption by Council, this Ordinance shall be in effect January 1, 2025 upon signature of the Mayor.



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: November 12, 2024

RE: An Ordinance Creating the Summit Crossing Tax Increment Financing Incentive Districts by Declaring Improvements to the Parcels within Each Incentive District to be a Public Purpose and Exempt from Real Property Taxation; Requiring the Owners of Those Parcels to Make Service Payments in Lieu of Taxes; Establishing a Municipal Public Improvement Tax Increment Equivalent Fund for the Deposit of Those Service Payments; and Specifying the Public Infrastructure Improvements that Benefit or Serve Parcels in the Incentive District, and Declaring an Emergency

APPROVALS:

Joe Begeny
Stephen Cicak
Chris Shook
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

An Ordinance Creating the Summit Crossing Tax Increment Financing Incentive Districts by Declaring Improvements to the Parcels within Each Incentive District to be a Public Purpose and Exempt From Real Property Taxation;

Requiring the Owners of those Parcels to Make Service Payments in Lieu of Taxes; Establishing a Municipal Public Improvement Tax Increment Equivalent Fund for the Deposit of Those Service Payments; and Specifying the

Public Infrastructure Improvements that Benefit or Serve Parcels in the Incentive District, and Declaring an Emergency

WHEREAS, this Council desires to facilitate the development of certain residential subdivisions with approximately 270 single-family homes and approximately 336 multifamily apartment units within the City in order to increase available housing options within the City (the "Project"); and

WHEREAS, in order to develop the Project, it is necessary to construct certain public infrastructure improvements; and

WHEREAS, this Council, pursuant to Ohio Revised Code ("ORC") Sections 5709.40, 5709.42 and 5709.43 (collectively, the "TIF Act"), is authorized to declare improvements to real property to be a public purpose, exempt those improvements from real property taxation, and require owners of the real property to make service payments in lieu of taxes in an amount equal to such exempted taxes; and

WHEREAS, to facilitate the development of the Project and pay the associated costs of the necessary public infrastructure improvements from service payments in lieu of taxes, this Council has determined to create the Summit Crossing Incentive District #1, the Summit Crossing Incentive District #2, Summit Crossing Incentive District #3, and the Summit Crossing Incentive District #4 (each an "Incentive District" and collectively the "Incentive Districts") pursuant to the TIF Act, the boundaries of which shall be coextensive with the boundaries of, and will include, the parcels of real property within each Incentive District specifically identified and depicted in Exhibit A attached hereto (as currently or subsequently configured, the "Parcels", with each of those parcels referred to herein individually as a "Parcel");

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF REYNOLDSBURG, FRANKLIN, LICKING, AND FAIRFIELD COUNTIES, OHIO:

SECTION 1. Incentive Districts Findings and Determinations; Creation of Incentive Districts. This Council hereby: (i) adopts the Economic Development Plan for the Incentive Districts now on file with the Clerk of the City Council, (ii) accepts and adopts the City Engineer's certification to this Council and the City Engineer's findings set forth therein (a) that the public infrastructure serving the Incentive Districts is inadequate to meet the development needs of the Incentive Districts as evidenced by the Economic Development Plan and (b) that each Incentive District is

less than 300 acres in size and enclosed by a contiguous boundary, (iii) finds and determines that the Project will place additional demand on the Public Infrastructure Improvements, (iv) finds and determines that the City sent written notice of the public hearing regarding this ordinance by first class mail to each owner of real property within each proposed Incentive Districts at least 30 days prior to such hearing, which notice included a map of the proposed Incentive Districts as well as the overlay area required by ORC Section 5709.40(C)(2), (v) finds and determines that this Council has not received a request from the owner of any real property within any proposed Incentive District to exclude that owner's property from the Incentive District and (vi) finds and determines that notice of this ordinance has been delivered to the Boards of Education of the Licking Heights Local School District and the Licking County Joint Vocational School District in accordance with and within the time periods prescribed in ORC Sections 5709.40 and 5709.83. This Council further finds that the sum of the taxable value of real property in the Incentive District for tax year 2023 and the taxable value of all real property in the City that would have been taxable in tax year 2023 were it not for the fact that the property was in an existing incentive district and therefore exempt from taxation, does

not exceed twenty-five percent of the taxable value of real property within the City for tax year 2023. Pursuant to the TIF Act, this Council creates the Incentive Districts, the boundaries of which are coextensive with the boundaries of, and include, the Parcels specifically identified and depicted as to each Incentive District in Exhibit A attached hereto.

SECTION 2. Public Infrastructure Improvements. This Council designates the following public infrastructure improvements, together with any public infrastructure improvements hereafter designated by ordinance, as public infrastructure improvements made, to be made or in the process of being made by the City that benefit or serve, or that once made will benefit or serve, the Parcels in each Incentive District (the “Public Infrastructure Improvements”): roadway improvements, water system improvements, sanitary sewer improvements (including an extension of a sanitary sewer line to the Incentive Districts), storm drainage improvements, pedestrian sidewalks and bike path, streetlights, and parks recreation facilities, and all appurtenances thereto, together with any other “public infrastructure improvements” within the meaning of ORC Section 5709.40(A)(8) hereafter designated by Council. The costs of the improvements include, but are not limited to, those costs listed in ORC Section 133.15(B).

SECTION 3. Life of Incentive Districts; Authorization of Tax Exemption. The life of each Incentive District commences with the first tax year in which at least \$8,500,000 (County Auditor market value) of building Improvements would first appear on the tax list and duplicate of real and public utility property for Parcels within the Incentive District were it not for the exemption granted in this ordinance and ends on the earlier of (a) 10 years after such commencement or (b) the date on which the City can no longer require service payments in lieu of taxes, all in accordance with the requirements of the TIF Act (the “Incentive District Life”).

Pursuant to and in accordance with the provisions of ORC Section 5709.40(C), this Council hereby declares that the increase in assessed value of each Parcel subsequent to the effective date of this ordinance (which increase in assessed value is hereinafter referred to as the “Improvement,” as defined in ORC Section 5709.40(A)) is a public purpose, with 75% of such Improvement to each Parcel exempt from taxation for the Incentive District Life for the applicable Incentive District.

SECTION 4. Service Payments and Property Tax Rollback Payments. Pursuant to ORC Section 5709.42, the owner of each Parcel is hereby required to make annual service payments in lieu of taxes with respect to the Improvement to that Parcel to the applicable county treasurer (the “County Treasurer”) on or before the final dates for payment of real property taxes. Each service payment in lieu of taxes, including any penalties and interest at the then current rate established for real property taxes (collectively, the “Service Payments”), will be charged and collected in the same manner and in the same amount as the real property taxes that would have been charged and payable against the Improvement if it were not exempt from taxation pursuant to Section 3 of this ordinance. The Service Payments, and any other payments with respect to each Improvement that are received by the County Treasurer in connection with the reduction required by ORC Sections 319.302, 321.24, 323.152 and 323.156, as the same may be amended from time to time, or any successor provisions thereto as the same may be amended from time to time (the “Property Tax Rollback Payments”), will be deposited and distributed in accordance with Section 6 of this ordinance.

SECTION 5. TIF Accounts. There shall be created for each Incentive District a separate account within the Summit Crossing Municipal Public Improvement Tax Increment Equivalent Fund (the “TIF Fund”). The TIF Fund shall be maintained in the custody of the City and the respective

account created for each Incentive District therein shall receive all distributions to be made to the City pursuant to Section 6 of this ordinance with respect to that Incentive District. Those Service Payments and Property Tax Rollback Payments received by the City with respect to the Improvement of each Parcel and so deposited pursuant to the TIF Act shall be used solely for the purposes authorized in the TIF Act and this ordinance (as it may be amended or supplemented). The TIF Fund shall remain in existence so long as such Service Payments and Property Tax Rollback Payments are collected and used for the aforesaid purposes, after which time the TIF Fund shall be dissolved and any incidental surplus funds remaining therein transferred to the City's General Fund, all in accordance with the TIF Act.

SECTION 6. Distribution of Funds. Pursuant to the TIF Act, during the Incentive District Life for each Incentive District, the County Treasurer is requested to distribute all Service Payments and Property Tax Rollback Payments to the City, for further deposit into the TIF Fund. The City shall use all such amounts deposited into the TIF Fund for payment of costs of the Public Infrastructure Improvements, including, without limitation, debt charges on any notes or bonds issued to pay or reimburse finance costs or costs of those Public Infrastructure Improvements. Such distributions required under this Section are requested to be made at the same time and in the same manner as real property tax distributions.

SECTION 7. Further Authorizations. This Council hereby authorizes and directs the Mayor, the City Attorney, the City Auditor, and the Development Director, or other appropriate officers of the City to deliver a copy of this ordinance to the Ohio Development Service Agency and to make such arrangements as are necessary and proper for collection of the Service Payments. This Council further authorizes the Mayor, the City Attorney, the City Auditor and the Director of Development, or other appropriate officers of the City to prepare and sign all agreements and instruments and to take any other actions as may be appropriate to implement this ordinance.

SECTION 8. Open Meetings. This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this ordinance were taken in an open meeting of this Council or any of its committees, and that all deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law including ORC Section 121.22.

SECTION 9. Effective Date. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City and to provide for creation of jobs and economic opportunities in the City, which are vitally needed in order to enhance job opportunities, to enhance vitally needed income tax and other revenues for the City, and to improve the economic welfare of the citizens of the City; wherefore, this Ordinance shall be in full force and effect immediately upon its passage by Council and approval by the Mayor.

EXHIBIT A

MAPS OF THE INCENTIVE DISTRICTS

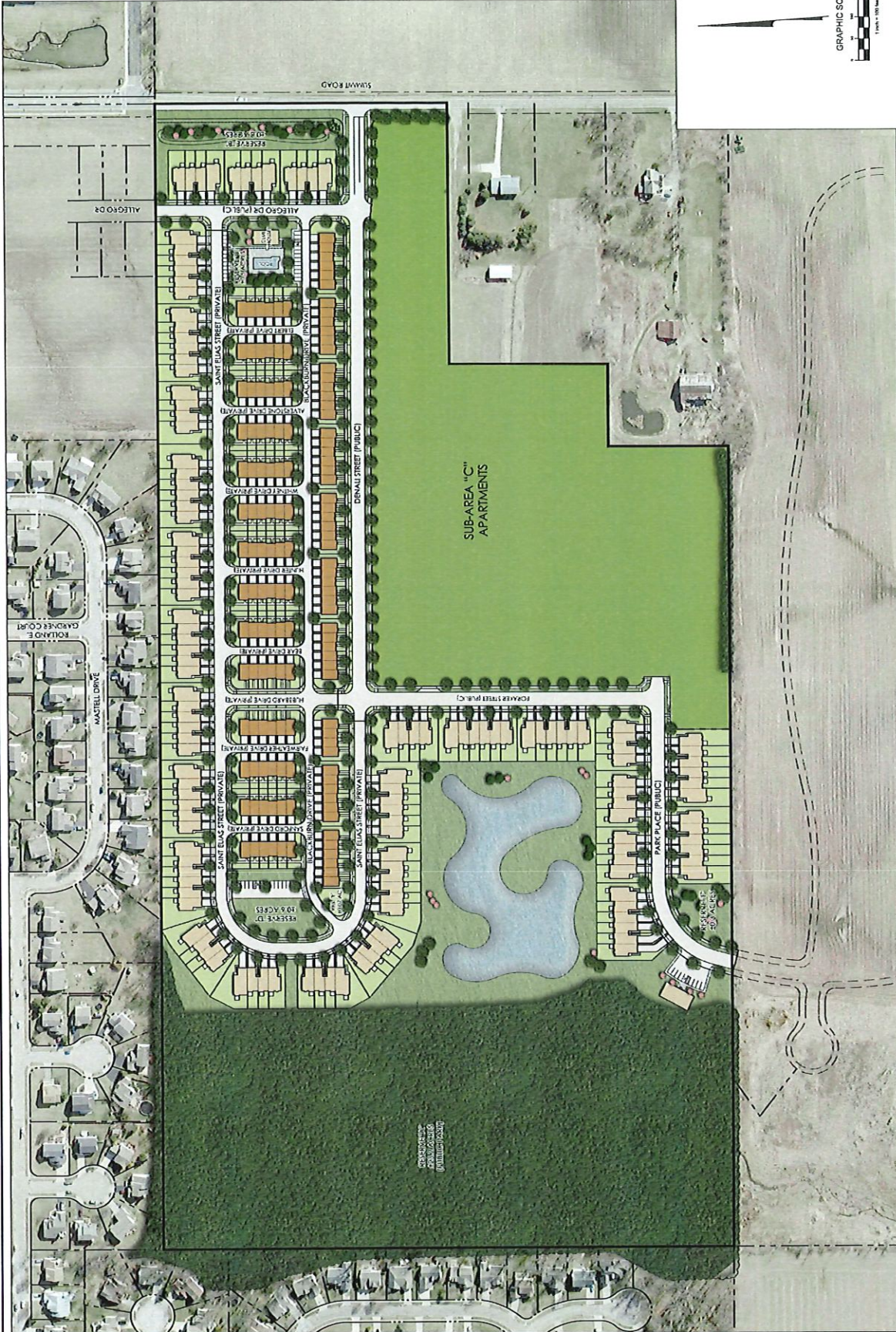
The following parcels of real estate situated in the City of Reynoldsburg are included in each of the Incentive Districts shown on the following maps:



NOTE:
THE WELANDS, STREAMS, AND DRAINAGE FEATURES DEPICTED ON THIS SHEET ARE
PRELIMINARY, AND HAVE NOT BEEN VERIFIED BY THE ARMY CORPS OF ENGINEERS NOR THE
OHIO DPA.



EMH Engineering, Mapping & Hydrology, Inc. 10000 Northline Road, Suite 100 North Olmsted, OH 44131 Phone: (216) 881-1234 Fax: (216) 881-1235 www.emhinc.com	M.I. HOMES 14300 Northline Road, Suite 100 North Olmsted, OH 44131 Phone: (216) 881-1234 Fax: (216) 881-1235 www.mihomes.com	CITY OF KENDALDUS, FRANKLIN COUNTY, OHIO PRELIMINARY PLAN FOR SUMMIT CROSSING EXISTING CONDITIONS PLAN	LOCATED IN: LOT 12, SECTION 9, TOWNSHIP 16, RANGE 20 RESCUE LANDS TOWNSHIP OF ENA, COUNTY OF Licking, STATE OF OHIO	DATE 2/14/2024
				DATE 2/14/2024



EMHT ENGINEERING MECHANICAL ARCHITECTURAL INTERIORS LANDSCAPE ARCHITECTURE PLANNING SURVEYING ENVIRONMENTAL SCIENCE AND CONSTRUCTION	M I HOMES 4311 Apple Valley, Suite 310 Dayton, OH 45424 Phone: 937.233.4444 Fax: 937.233.4444	CITY OF KINGSBURG, KANSAS COUNTY, OHIO PRELIMINARY PLAN FOR SUMMIT CROSSING ILLUSTRATIVE SITE PLAN	LOCATED IN: LOT 12, SECTION 9, TOWNSHIP 16, RANGE 20 REFUGEE LANDS TOWNSHIP OF ETNA, COUNTY OF LICKING, STATE OF OHIO	DATE SEPTEMBER 12, 2024	DATE 20240922
				SCALE 1" = 100'	DATE 14/14
				PROJECT NAME SUMMIT CROSSING	



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: November 12, 2024

RE: An Ordinance Declaring the Improvements to Certain Parcels Along Summit Road in the City of Reynoldsburg to be a Public Purpose and Exempt from Taxation Pursuant to ORC 5709.40(B) Providing for the Collection and Deposit of Service Payments and Specifying the Purposes for Which Those Service Payments May be Expended; and Authorizing School Compensation Payments, and Declaring an Emergency

APPROVALS:

Joe Begeny
Stephen Cicak
Chris Shook
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

AN ORDINANCE DECLARING THE IMPROVEMENT TO CERTAIN PARCELS IN THE CITY TO BE A PUBLIC PURPOSE AND EXEMPT FROM TAXATION PURSUANT TO ORC 5709.40(B); PROVIDING FOR THE COLLECTION AND DEPOSIT OF SERVICE PAYMENTS AND SPECIFYING THE PURPOSES FOR WHICH THOSE SERVICE PAYMENTS MAY BE EXPENDED; AND AUTHORIZING SCHOOL COMPENSATION PAYMENTS, AND DECLARING AN EMERGENCY

WHEREAS, Ohio Revised Code (“ORC”) 5709.40, 5709.42, and 5709.43 (collectively, the “TIF Act”) authorize this Council, by ordinance, to declare the improvement to parcels of real property located within the City to be a public purpose and exempt from taxation, require the owner of each parcel to make service payments in lieu of taxes, establish a municipal public improvement tax increment equivalent fund for the deposit of those service payments, and specify the purposes for which money in that fund will be expended; and

WHEREAS, the City desires to implement a tax increment financing program on the Parcels

(as defined in Section 1) pursuant to the TIF Act to enable the City to make public infrastructure improvements that will directly benefit the Parcels; and

WHEREAS, notice of this proposed ordinance has been delivered to the Boards of Education of Licking Heights Local School District and the Licking County Joint Vocational School District in accordance with and within the time periods prescribed in ORC 5709.40 and 5709.83; and

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF REYNOLDSBURG, FRANKLIN, LICKING, AND FAIRFIELD COUNTIES, OHIO:

SECTION 1. Parcels. The real property subject to this ordinance is identified and depicted on Exhibit A (as currently or subsequently configured, the “Parcels”, with each individual parcel a “Parcel”).

SECTION 2. Public Infrastructure Improvements. This Council hereby designates the public infrastructure improvements described in Exhibit B (the “Public Infrastructure Improvements”) and any other public infrastructure improvements hereafter designated by ordinance as public infrastructure improvements made, to be made or in the process of being made by the City that directly benefit, or that once made will directly benefit, the Parcels.

SECTION 3. Exemption. This Council hereby finds and determines that 75% of the increase in assessed value of each Parcel subsequent to the effective date of this ordinance (which increase in assessed value is hereinafter referred to as the “Improvement” as defined in ORC 5709.40(A)) is hereby declared to be a public purpose and will be exempt from taxation for a period commencing on the earlier of: (a) the tax year in which Improvement value of at least \$25 million (market value) appears on the tax list and duplicate in the aggregate for all Parcels and (b) tax year 2028. The exemption period shall end for each Parcel on the earlier of (a) 10 years after such commencement or (b) the date on which the City can no longer require service payments in lieu of taxes, all in accordance with the requirements of the TIF Act.

SECTION 4. Service Payments. As provided in ORC 5709.42, the owner of each Parcel is hereby required to make service payments in lieu of taxes with respect to the Improvement allowable to each Parcel to the Licking County Treasurer on or before the final dates for payment of real property taxes. The service payments in lieu of taxes will be charged and collected in the same manner and in the same amount as the real property taxes that would have been charged and collected against that Improvement if it were not exempt from taxation pursuant to Section 3, including any penalties and interest (collectively, the “Service Payments”). The Service Payments, and any other payments with respect to each Improvement that are received in connection with the reduction required by ORC 319.302, 321.24, 323.152 and 323.156, as the same may be amended from time to time, or any successor provisions thereto as the same may be amended from time to time (the “Property Tax Rollback Payments”), will be deposited and distributed in accordance with Section 6.

SECTION 5. TIF Fund. This Council establishes, pursuant to and in accordance with the provisions of ORC 5709.43, the Summit Crossing Municipal Public Improvement Tax Increment Equivalent Fund (the “TIF Fund”), into which the Service Payments and Property Tax Rollback Payments collected with respect to the Parcels will be deposited. The TIF Fund will be maintained in the custody of the City. The City may use amounts deposited into the TIF Fund only for the purposes authorized in the TIF Act and this ordinance (as it may be amended). The TIF Fund will remain in existence so long as the Service Payments and

Property Tax Rollback Payments are collected and used for the aforesaid purposes, after which time the TIF Fund will be dissolved and any surplus funds remaining therein transferred to the City's General Fund, all in accordance with ORC 5709.43.

SECTION 6. Distributions. Pursuant to the TIF Act, the County Treasurer is requested to distribute all Service Payments and Property Tax Rollback Payments to the City, for further deposit into the TIF Fund. The City shall use all such amounts deposited into the TIF Fund for payment of costs of the Public Infrastructure Improvements, including, without limitation, debt charges on any notes or bonds issued to pay or reimburse finance costs or costs of those Public Infrastructure Improvements. Such distributions required under this Section are requested to be made at the same time and in the same manner as real property tax distributions.

SECTION 7. Further Authorizations. This Council hereby authorizes and directs the Mayor, the City Attorney, the City Auditor, and the Development Director, or other appropriate officers of the City to deliver a copy of this ordinance to the Ohio Development Service Agency and to make such arrangements as are necessary and proper for collection of the Service Payments. This Council further authorizes the Mayor, the City Attorney, the City Auditor and the Director of Development, or other appropriate officers of the City to prepare and sign all agreements and instruments and to take any other actions as may be appropriate to implement this ordinance.

SECTION 8. Open Meetings. This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this ordinance were taken in an open meeting of this Council or any of its committees, and that all deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law including ORC 121.22.

SECTION 9. Effective Date. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City and to provide for the creation of jobs and economic opportunities in the City, which are vitally needed in order to enhance job opportunities, to enhance vitally needed income tax and other revenues for the City, and to improve the economic welfare of the citizens of the City; wherefore, this Ordinance shall be in full force and effect immediately upon its passage by Council and approval by the Mayor.

EXHIBIT A
IDENTIFICATION AND MAP OF THE PARCELS

The following map specifically identifies and depicts the Parcels and constitutes part of this Exhibit A.

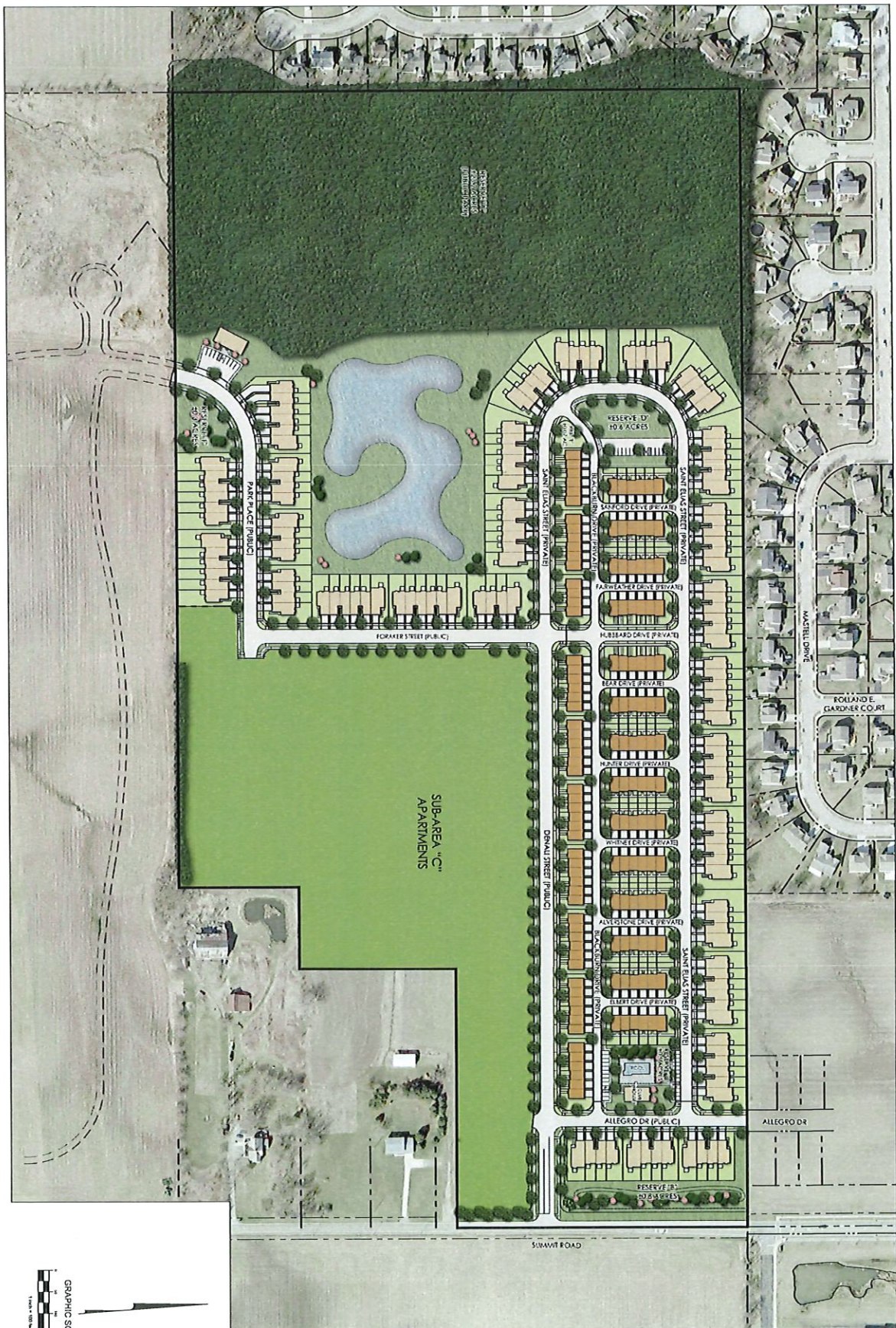


EXHIBIT B
PUBLIC INFRASTRUCTURE IMPROVEMENTS

The Public Infrastructure Improvements consist of any “public infrastructure improvement” defined under ORC 5709.40(A)(8) and that directly benefits the Parcels and specifically include, but are not limited to, any of the following improvements that will directly benefit the Parcels and all related costs of those permanent improvements (including, but not limited to, those costs listed in ORC 133.15(B)):

- **Roadways.** Construction, reconstruction, extension, opening, improving, widening, grading, draining, curbing or changing of the lines and traffic patterns of roads, highways, streets, intersections, bridges (both roadway and pedestrian), sidewalks, bikeways, medians and viaducts accessible to and serving the public, and providing signage (including traffic signage and informational/promotional signage), lighting systems, signalization, and traffic controls, and all other appurtenances thereto, including but not limited to improvements to Summit Road.
- **Water/Sewer.** Construction, reconstruction or installation of public utility improvements (including any underground municipally owned utilities), storm and sanitary sewers (including necessary site grading therefore), water and fire protection systems, and all appurtenances thereto.
- **Environmental/Health.** Implementation of environmental remediation measures necessary to enable the construction of the private improvements on the Parcels or the Public Infrastructure Improvements, and the construction of public health facilities.
- **Utilities.** Construction, reconstruction, burial or installation of gas, electric and communication service facilities and all appurtenances thereto, including, but not limited to those associated with improvements described in “Roadways” above and the extension of a sanitary sewer service line to the Parcels.
- **Stormwater.** Construction, reconstruction, relocation, modification and installation of stormwater and flood remediation projects and facilities, both for storm water quantity and quality, including the payment and reimbursement for such projects and facilities on private property when determined to be necessary for public health, safety and welfare.
- **Demolition.** Demolition, including demolition on private property when determined to be necessary for public health, safety and welfare.
- **Parks.** Construction or reconstruction of one or more public parks and park or recreational facilities, including grading, trees and other park plantings, park accessories and related improvements, multi-use trails and bridges, together with all appurtenances thereto, including, without limitation, multi-use trails to facilitate access to the Parcels.
- **Streetscape/Landscape.** Construction or installation of streetscape and landscape improvements including trees, tree grates, signage, curbs, sidewalks, scenic fencing, street

and sidewalk lighting, trash receptacles, benches, newspaper racks, burial of overhead utility lines and related improvements, together with all appurtenances thereto, including, but not limited to streetscape improvements in conjunction with and along the roadway improvements described in "Roadways" above.

- **Real Estate.** Acquisition of real estate or interests in real estate (including easements) (a) necessary to accomplish any of the foregoing improvements or (b) in aid of industry, commerce, distribution or research.
- **Professional Services.** Engineering, consulting, legal, administrative, and other professional services associated with the planning, design, acquisition, construction and installation of the foregoing improvements and real estate.



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: November 12, 2024

RE: An Ordinance to Establish Section 337.31 Loud Noise From a Motor Vehicle as Part of Chapter 337 Safety and Equipment of the Codified Ordinances for the City of Reynoldsburg

APPROVALS:

Joe Begeny
Chris Shook
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

An Ordinance to Establish Section 337.31 Loud Noise From a Motor Vehicle as Part of Chapter 337 Safety and Equipment of the Codified Ordinances for the City of Reynoldsburg

WHEREAS, the Council of the City of Reynoldsburg, Ohio has determined that it is in the best interest of the City to establish a new code section regarding loud noise generated from a motor vehicle – Section 337.31 Loud Noise from a Motor Vehicle as part of Chapter 337 Safety and Equipment of the Codified Ordinances for the City of Reynoldsburg.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF REYNOLDSBURG:

Section 1. That this Ordinance will establish as part of Chapter 337 Safety and Equipment, Sections 337.31 Loud Noise from a Motor Vehicle of the Codified Ordinances for the City of Reynoldsburg as provided in the attached Exhibit A.

Section 2. That upon adoption by Council, this Ordinance shall be in effect thirty days following the signature of the Mayor.

337.31 LOUD NOISE FROM A MOTOR VEHICLE.

(a) Definitions

(1) “Emergency vehicle.” Any emergency vehicle of Municipal or County departments of public utility corporations when identified as such as required by law, the Ohio Director of Transportation, or Safety Director for the City and motor vehicles when commandeered by a police officer.

(2) “Motor vehicle.” Any vehicle that is propelled or drawn on land by a motor other than a motorcycle. This definition includes, but is not limited to, the following motor vehicles: automobiles, trucks, campers, go-carts, snowmobiles, dune buggies, or facing vehicles.

(3) “Motorcycle.” An unenclosed motor vehicle having a saddle for the use of the operator and two or three wheels in contact with the ground, including, but not limited to, motor scooters, mini bikes, and mopeds.

(4) “Noise.” Any sound which is unwanted or which causes or tends to cause an adverse psychological or physiological effect on human beings.

(5) “Person.” Any public or private corporation, individual, firm, partnership, association, or other entity.

(6) “Public safety vehicle.” Ambulances, motor vehicles used by public law enforcement officers or other persons sworn to enforce the criminal and traffic laws of the state, and the vehicles used by fire departments, including motor vehicles used by volunteer firemen responding to emergency calls in the fire department service when identified as required by the Ohio Director of Public Safety.

(b) No person, firm or corporation being the owner or in the possession of a motor vehicle with any radio, phonograph, television, tape players, loudspeaker, or other instrument, machine or device shall cause or permit any noise to emanate from the motor vehicle in such a manner and to be of such intensity and duration to create unreasonable noise or loud sound which is audible from a distance of 25 feet and causes inconvenience and annoyance to persons of ordinary sensibilities.

(c) It shall be prima facie unlawful for a person, firm or corporation, being the owner or person in possession of a motor vehicle described above, to cause or permit any noise emanating from a motor vehicle which is plainly audible at a distance of 25 feet from the motor vehicle. The lawful use of a motor vehicle horn shall not be a violation of this section.

(d) This section shall not apply to any of the following circumstances:

(1) The sound-amplifying equipment of the motor vehicle is being operated to request medical or vehicular assistance or to warn others of a hazardous road, vehicle, or traffic safety condition;

(2) The motor vehicle is an emergency vehicle or public safety vehicle and is on an emergency run;

(3) The motor vehicle is owned and operated by the state or political subdivision, or a public utility;

(4) The motor vehicle is participating in a parade or other activity for which the sponsors have obtained the necessary permit or authorization;

(5) The sound-amplifying equipment of the motor vehicle is being operated as a requirement of Federal State, or local law.

(e) Whoever violates this section is guilty of generating excessive sound from a motor vehicle, a minor misdemeanor. If the offender persists in generating or permitting to be generated unreasonable noise after reasonable warning or request to desist, generating unreasonable noise is a misdemeanor in the fourth degree.



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: November 12, 2024

RE: An Ordinance Authorizing the Mayor to Accept Public Infrastructure Associated with the Maplewood Subdivision

APPROVALS:

Joe Begeny
Stephen Cicak
Chris Shook
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

AN ORDINANCE AUTHORIZING THE MAYOR TO ACCEPT PUBLIC INFRASTRUCTURE ASSOCIATED WITH THE MAPLEWOOD SUBDIVISION

WHEREAS, D. R. Horton-Indiana, LLC is the current owner/developer of the Maplewood subdivision; and

WHEREAS, this subdivision has been platted and recorded with the Franklin County Auditor and the Civil Engineering plans have been reviewed and approved by the City's selected engineering firm; and

WHEREAS, that all public infrastructure associated with Maplewood subdivision has been constructed and inspected per the City's standards.

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

SECTION 1. That the Mayor be and is hereby authorized to accept said infrastructure as follows which will be added to the City of Reynoldsburg's asset database:

Maplewood Subdivision

Fire Hydrants: 22

Linear Feet of Sanitary Sewer:	(8")	4,885 linear feet
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Linear Feet of Domestic Water:	(8")	3,432 linear feet
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	(12")	1,567 linear feet
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Linear Feet of Storm Sewer:	(15")	1,097 linear feet
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	(18")	924 linear feet
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	(24")	658 linear feet
--	-------	-----------------

	(30")	571 linear feet
--	-------	-----------------

	(36")	394 linear feet
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Street Lights: 22

Pavement: 1 mile (2lane miles)

Miscellaneous items including regulatory signage and posts:

SECTION 2. That a one year Maintenance Bond has been provided by D. R. Horton-Indiana, LLC to the City of Reynoldsburg as described above in the amount of \$473,472,45.

SECTION 3. Upon adoption by Council, this Ordinance shall be in effect thirty days following the signature by the Mayor.



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: November 12, 2024

RE: An Ordinance Appropriating Funds from the Future Bonds for the Construction of the City's Parks and Public Service Facility Project Fund (Owners Contingency)

APPROVALS:

Joe Begeny
Stephen Cicak
Chris Shook
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

AN ORDINANCE APPROPRIATING FUNDS FROM FUTURE BONDS FOR THE CONSTRUCTION OF THE CITY'S PARKS AND PUBLIC SERVICE FACILITY (OWNERS CONTINGENCY)

WHEREAS, City Council has authorized Pepper Construction to construct the City's future Parks and Public Service Facility; and

WHEREAS, City Council also approved and authorized the City Auditor to secure Bonding necessary to complete this project, including additional funding (not to exceed thirty two million) to cover any necessary additional expenses for this project such as the owners contingency; and

WHEREAS, the City shall now appropriate \$2,455,900.00 (8% of total construction costs) from these funds for the Owner's contingency.

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

SECTION 1. That the Mayor is hereby authorized to appropriate \$2,455,900.00 for the Parks

and Public Service Facility Project to be used for any necessary contingency items (Owners Contingency).

SECTION 2. That these funds will be drawn for the Bonding once received by the City's Auditor.

SECTION 3. Upon adoption by Council, this Ordinance shall be in effect thirty days following the signature by the Mayor.



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: November 12, 2024

RE: An Ordinance Authorizing the Mayor to Enter Into a Purchase and Sale Agreement for Real Property Located at 7148 East Main Street, Reynoldsburg, Ohio

APPROVALS:

Joe Begeny
Stephen Cicak
Chris Shook
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

An Ordinance Authorizing the Mayor to Enter Into a Purchase and Sale Agreement for Real Property Located at 7148 East Main Street, Reynoldsburg, Ohio, and Declaring an Emergency

WHEREAS, the City of Reynoldsburg desires to purchase certain real estate located within the corporate limits of the City; and

WHEREAS, the City of Reynoldsburg desires to use the land for a public purpose, and

WHEREAS, both the Ohio Revised Code Section 715.21 and the Charter of the City of Reynoldsburg permit the City to acquire real property.

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF REYNOLDSBURG, COUNTIES OF FRANKLIN, LICKING, AND FAIRFIELD, STATE OF OHIO, THAT:

SECTION 1. The Mayor is hereby authorized and directed to enter into a purchase and sale agreement, attached as Exhibit A, for real property located at 7148 East Main Street, Reynoldsburg, Ohio, Franklin County Parcel Number 060-003828-00.00.

SECTION 2. The consideration of payment for the property is two-hundred, forty-six thousand and two hundred dollars (\$246,200.00) to be paid upon execution and delivery to the City of Reynoldsburg, a Trustee's Deed accompanied by a title guaranty conveying the property to the City of Reynoldsburg in fee simple, free and clear of all encumbrances, excepting conditions and restrictions of record, zoning

ordinances, taxes and assessments levied and assessed subsequent to the date of conveyance. The deed and title guaranty are to be to the satisfaction of the City Attorney.

SECTION 3. The purchase price in connection with the property acquisition is to be paid by the City after acquiring the property with funds hereby appropriated from the unappropriated General Fund (110).

SECTION 4. In accordance with the Charter of the City of Reynoldsburg and Chapter 175 of the Codified Ordinances of the City of Reynoldsburg, competitive bidding is not required and is hereby waived.

SECTION 5. This Ordinance is hereby declared to be an emergency necessary for the immediate preservation of the public health, safety, welfare, and financial needs of the City. The reason for such a necessity is to acquire the property timely at the agreed-upon price. This Ordinance shall take effect immediately upon the signature of the Mayor.

REAL ESTATE PURCHASE CONTRACT

THIS REAL ESTATE PURCHASE CONTRACT (the "Contract") is executed, delivered and made effective as of the Effective Date (as defined in Article 12(h)) by and between (i) **City of Reynoldsburg** ("Buyer") and (ii) **Sherry J. Daneault, Trustee of the Sherry J. Daneault Revocable Trust Dated June 27, 2007**, ("Seller") (Buyer and Seller sometimes referred to individually as a "Party" or collectively as the "Parties").

Preliminary Statements

- A. Seller is the owner of one parcel identified as Franklin County, Ohio Parcel Number 060-003828-00.00, commonly known as 7148 East Main Street, Reynoldsburg, Ohio (as shown on Exhibit A, attached hereto and incorporated herein) being an approximate 0.15-acre tract that contains some improvements (hereinafter "the Property").
- B. Seller desires to sell and convey the Property to Buyer upon the terms and conditions hereinafter set forth.
- C. The Parties desire to set forth in this Contract their respective rights, obligations and conditions with respect to the aforementioned transaction.

Statement of the Contract

In consideration of the foregoing Preliminary Statements, which are hereby incorporated herein, and of the mutual promises herein set forth, the Parties do hereby make this Contract on the following terms and conditions, intending to be bound hereby:

Article 1: Purchase Price

- A. **Purchase Price.** The purchase price (the "Purchase Price") to be paid by Buyer to Seller for the Property shall be Two Hundred Forty Six Thousand and Two Hundred Dollars (\$246,200.00). The Purchase Price shall be due and payable in immediately available funds at the Closing (as hereinafter defined), subject to adjustments for certain charges and credits as provided hereinafter.

Article 2: Closing; Possession; Condition of Property.

- A. **Closing.** Subject to the provisions of Article 5 and satisfaction and/or waiver of Buyer's Contingencies (as hereinafter defined), the transaction for the sale and purchase of the Property shall be closed as provided below by the delivery of the deed and other Closing instruments specified for the Property as provided in Article 7 and by the payment of the Purchase Price for the Property as provided in Article 1 on or before the thirtieth (30th) day after Buyer waives or satisfies the Buyer's Contingencies (the "Closing"). The specific date, time and location of Closing shall be mutually agreed upon Buyer and Seller, unless extended by mutual agreement of the Parties. Upon termination, all Seller's and Buyer's obligations hereunder shall terminate and neither Party shall have any further obligation or liability

hereunder to the other Party thereafter, except those obligations outlined in Article 3.

- B. Possession. Buyer shall be entitled to possession of the Property at the Closing.
- C. Condition. The Property and each building or other improvement thereon shall be sold on an "as is" condition as of the Effective Date.

Article 3: Inspection of the Property.

Inspection of Property. Within forty-five (45) days after the Effective Date ("Inspection Period"), Buyer and its representatives, agents, and contractors shall have the right to enter upon and have reasonable access to the Property in order to conduct such examinations, inspections, studies and tests thereof as Buyer may deem necessary or desirable in Buyer's sole discretion including, without limitation, surveys, soil tests, environmental examinations, audits and tests, feasibility studies and appraisals; and after conducting the same, Buyer shall restore the Property to substantially the same condition as it was prior to Buyer's undertaking of tests and examinations described in this Article 3. Buyer agrees to notify Seller prior to Buyer or Buyer's representatives entering the building on the Property.

Article 4: Delivery of Seller's Information.

Within five (5) business days after the Effective Date, Seller shall deliver to Buyer the following: copies of any title insurance policies; the surveys; soils analysis; environmental studies and audits, and related materials; copies of any and all documents received by Seller from governmental entities; and all other pertinent reports and information related to the Property which are in Seller's or Seller's agents possession or which can be reasonably obtained at no additional cost to Seller. Seller agrees, in good faith, to continue to share other relevant information on the Property throughout the term of this Contract which may be beneficial to the Buyer.

Article 5: Buyer's Contingencies.

- A. Buyer's Contingencies. Buyer's obligations under this Contract are specifically subject to the following conditions precedent and contingencies (individually, a "Buyer's Contingency" and collectively, "Buyer's Contingencies"), which may be satisfied or waived solely by Buyer, in its sole and absolute discretion, and at its expense within the time-period hereinafter specified for each enumerated category of Buyer's Contingencies:
 - 1. Survey and Title. Within the time period provided in Article 6 of this Contract, Buyer shall have approved the Title to and survey, if any, of the Property.
 - 2. General Due Diligence. Within forty five (45) days after the Effective Date, Buyer, in Buyer's sole discretion, shall have satisfied itself in all matters pertaining to its due diligence on the Property, including, but not limited to the suitability of the soils within the Property for Buyer's intended use; the

availability, size, quality and quantity of any utility service or connection; environmental matters (including but not limited to Phase I and Phase II Environmental Assessments); the zoning; any other survey, test, appraisal, examination or inspection described in or permitted by Article 3 of this Contract; review of all documents supplied pursuant to Article 4 of this Contract; the general feasibility, suitability and fitness of the Property; and any and all additional matters or investigations as Buyer deems necessary or appropriate.

3. Governmental Approval. Within thirty (30) days after the Effective Date, Buyer shall have obtained approval for this Contract and to purchase the Property from the Reynoldsburg City Council, the Mayor of Reynoldsburg, and any and all other related governmental entities as are deemed necessary by the Buyer.

- B. Effect of Failure to Satisfy Buyer's Contingencies. If any of Buyer's Contingencies are not satisfied or waived within the applicable time period specified for each in Article 5(A), then Buyer shall have the right, in Buyer's sole and absolute discretion, to terminate this Contract by giving to Seller written notice of such termination within the time period specified herein. If Buyer should fail to give to Seller such notice on or before the applicable expiration date of each respective Buyer's Contingency in Article 5(A), then Buyer shall be deemed to have satisfied or waived such Buyer's Contingency.

Article 6: Title and Survey.

- A. Issuance of the Title Commitment. Within seven (7) days following the Effective Date, Seller, at Seller's sole expense, shall order and obtain an owner's policy of title insurance with respect to the Property on the then current ALTA form authorized for use within the State of Ohio (the "Title Commitment"). The Title Commitment shall show fee simple title to the Property in Seller free and clear of all liens and encumbrances except: (i) the standard exceptions for an owner's policy, unless one or more of such exceptions are waived by the Title Company, (ii) real estate taxes and assessments affecting the Property, and (iii) easements, conditions, restrictions, covenants, reservations, encumbrances, liens and other matters of record or affecting the Property. The Title Commitment shall be issued in favor of Buyer as the proposed insured, in the aggregate dollar amount of the Purchase Price for the Property.
- B. Survey. Within twenty (20) days following Buyer's receipt of the Title Commitment, Buyer, at Buyer's expense, shall have the right to order and obtain a current ALTA Survey of the Property, in form and content acceptable to Buyer (the "Survey").
- C. Objections to Title & Survey. Buyer shall have thirty (30) days from the date that it receives the Title Commitment, but no longer than forty-five (45) days after the Effective Date, to review the Title Commitment and Survey. If the Title Commitment or Survey shows any defect, covenant, agreement, encroachment, easement, encumbrance, lien, restriction, reservation, condition or other title matter or condition which unreasonably interferes with

Buyer's proposed use of the Property, as Buyer may determine in its sole and absolute discretion, Buyer shall, within said period, give Seller written notice specifying the specific objection (the "Buyer's Objection").

1. In the event Buyer should timely notify Seller of any such Buyer's Objection, Seller shall have ten (10) business days following receipt of any such notice from Buyer to remedy said Buyer's Objection. The parties agree in good faith to attempt to resolve any and all of Buyer's Objections provided that such are reasonable. In the event Seller does not remedy or obtain title insurance against any such Buyer's Objection within ten (10) business days after the expiration of the aforementioned ten (10) business day period; Buyer, at Buyer's option, shall have the right to waive such Buyer's Objection and proceed with the Closing, or (ii) terminate this Contract, whereupon all Seller's and Buyer's obligations hereunder shall terminate and neither Party shall have any further obligation or liability hereunder to the other Party thereafter. Provided, however, if the Buyer's Objection is one which can be removed by the payment of money, to secure the release of a lien or monetary encumbrance not in excess of the Purchase Price (such as a tax lien certificate of judgment or mortgage), Seller shall be required to and hereby agrees to satisfy any such encumbrance from the net proceeds due and payable to Seller at the Closing in order to remove the lien or encumbrance from title to the Property
2. Permitted Exceptions. All of the matters set forth on the Survey and Title Commitment, if not constituting a Buyer's Objection, shall be a permitted exception to title to the Property (collectively, the "Permitted Exceptions"). "Permitted Exceptions" shall also include, at Seller's election, the Deed Restrictions (as hereinafter defined).

- D. Title Commitment, Title Policy and Survey Premium and Fees. Seller shall pay all search, commitment or similar fees for the issuance of the Title Commitment and the premium attributable to the title insurance policy for the owner insuring an amount not in excess of the Purchase Price. Seller shall be solely responsible for the premiums attributable to its lender's title insurance policy, if any, and any endorsements requested by Buyer and/or its lender.

Article 7: Closing Costs and Prorations.

- A. Conveyance, Recording and Escrow Fees. Seller shall pay the real property conveyance fee applicable to the sale and conveyance of the Property, unless the Transfer is exempt from the conveyance fee, and any recording fees associated with mortgage or similar lien releases attributable to the Property. Buyer shall pay all other recording fees.
- B. Real Estate Taxes and Assessments. At Closing, Seller shall pay or credit against the Purchase Price all delinquent taxes, including penalty and interest, all assessments that are a lien on the date of Closing prorated through the date of Closing. At Closing and based on the Purchase Price, Seller also shall pay or credit on the Purchase Price all other unpaid

real estate taxes and assessments that are a lien for years prior to Closing and a portion of such taxes based on a 365-day year and, if undetermined, on most recent available tax rate and valuation, giving effect to applicable exemptions, recently voted millage, change in valuation, etc., whether or not certified. The tax proration determined at Closing shall be final and neither Party shall have the right to contest said amount unless predicated on fraud or intentional misrepresentation.

- C. Other Expenses. Each Party shall be responsible for all other fees, costs and expenses incurred by it in connection with this transaction, including any such expenses for services rendered by accountants, appraisers, architects, attorneys, contractors, engineers and other persons not otherwise expressly provided for herein.

Article 8: Closing Instruments.

- A. Instruments to be Delivered by Seller. At the Closing, Seller shall execute and deliver to Buyer and/or the Title Company the following instruments:
1. Deed. A recordable limited warranty deed (the "Deed") which conveys to Buyer good and marketable title in fee simple to the Property free and clear of all liens, conditions, restrictions, easements, reservations, encumbrances and rights of third parties except the Permitted Exceptions and the following matters which shall be excepted and/or reserved by Seller, as the case may be, in the Deed.
 2. Seller's Affidavit. A seller's affidavit given by Seller to Buyer and the Title Company with respect to the payment of bills for work performed or materials furnished to the Property within ninety (90) days prior to the Closing and with respect to any other off-record matter which is required for the issuance of the owner's policy of title insurance and specifically incorporating the Seller's Warranties contained in Article 10 herein.
 3. Authority. One or more certificates of Seller regarding the authority of the Person or Persons who sign this Contract and the other Closing instruments on behalf of Seller.
 4. Documents. Originals, as available, or copies of all contracts relating to the Property.
 5. Warranties. An assignment of all transferable warranties and guarantees then in effect, if any, with respect to the improvements located on the Property or any repairs or renovations to such improvements being conveyed hereunder in a form that shall be mutually agreed by Buyer and Seller.
 6. Other Instruments. A Closing and disbursement statement, an IRS Form 1099-B report of proceeds from a real estate transaction [§6045(e), IRC], and a non-

foreign person certificate [§1445, IRC, FIRPTA], if required.

B. Instruments to be Delivered by Buyer. At the Closing, Buyer shall execute and deliver to Seller and/or the Title Company the following instruments:

1. Authority. One or more certificates of the Buyer regarding the authority of the Person or Persons who sign this Contract and the other Closing instruments on behalf of Buyer.
2. Other Instruments. A Closing and disbursement statement and a real property conveyance fee statement.

Article 9: Risk of Loss or Damage; Appropriation.

- A. Risk of Loss or Damage. Notwithstanding Buyer's obligations, Seller shall bear the risk of loss or damage to the Property until the Closing and agrees to maintain adequate insurance on the Property with a reputable insurance carrier. If any event should occur prior to the Closing Date which causes a material loss or damage, then Seller shall promptly notify Buyer of such event and Buyer shall have the right, at its option: (i) to proceed with the transaction by giving to Seller written notice thereof in which case Buyer shall be entitled to any and all insurance proceeds, or to terminate this Contract by giving to Seller written notice of such termination. The election of Buyer shall be exercised by written notice given to Seller within twenty (20) days after receipt of notice of such event from Seller. The failure by Buyer to so notify Seller shall constitute an election to proceed with the transaction.
- B. Appropriation. If appropriation proceedings should be commenced against the Property or if any governmental authority should notify Seller of its intention to acquire the same pursuant to the power of eminent domain prior to the Closing, then Seller shall notify Buyer thereof. In such event, Buyer shall have the right, at its option: (i) to proceed with the transaction by giving to Seller written notice that all of Buyer's contingencies of the transaction to be released have been removed subject only to the contingencies which are typically required at Closing, in which event Buyer shall have the right to negotiate with and sell to such governmental authority or to contest such appropriation in litigation proceedings, and shall be entitled to all proceeds thereof, up to the amount of the Purchase Price with all excess being the property of the Seller and Seller shall convey the Property subject to such proceedings and shall receive the Purchase Price specified in this Contract at the Closing; or (ii) to terminate this Contract by giving to Seller written notice of such termination. The election of Buyer shall be exercised by written notice given to Seller within twenty (20) days after Seller has given to Buyer written notice of such governmental action. The failure by Buyer to so notify Seller shall constitute an election to proceed with the transaction.

Article 10: Representations and Indemnification.

A. Seller's Representations. Seller represents and warrants the following as of the Effective Date which said representations and warranties shall survive the Closing:

1. There is no action proceeding, threatened or investigation pending or threatened against Seller relating to the Property or against the Property, or any part thereof before any court or governmental department, commission, ward, agency or instrumentality and Seller does not know of any basis for any such action, proceeding or investigation;
2. There are no adverse or other parties in possession of the Property and no other party has been granted any license, lease or other right relating to the use or possession of the Property, or any part thereof;
3. Seller has not received notice, written or otherwise, from any governmental or quasi- governmental agency requiring correction of any condition with respect to the Property or any part thereof;
4. Seller has not received any notice, written or otherwise, of any pending or contemplated condemnation with respect to the Property, or any part thereof;
5. Seller has not received notice of, or has no other knowledge or information of, any pending or contemplated change in any governmental regulation or private restriction applicable to the Premises, any pending or threatened judicial action or pending or threatened action by adjoining landowners or other persons, parties or entities;
6. On the day of Closing, the Property will be free and clear of liens, encumbrances and encroachments, other than the Permitted Exceptions;
7. There will be no unpaid improvements related to the Property within ninety (90) days immediately preceding the Closing which might constitute the basis of a mechanics' lien;
8. Within twenty (20) days of the Effective Date, Seller shall confirm to Buyer that it has full power and authority to enter into and fully perform and comply with the terms of this Contract.
9. Neither the execution and delivery of this Contract nor its performance by Seller will conflict with or result in the breach of any mortgage, note, indenture, contract, agreement, law, rule or regulation to which Seller is a party or by which Seller is bound;
10. To the best of Seller's knowledge, the Property is free from any toxic or hazardous material or substance or other pollutant of nature as defined or regulated by applicable federal, state, or local laws and is free from any environmental condition

that could give rise to a governmental clean-up. Seller has not received notification, written or otherwise, from any governmental or quasi-governmental entity pertaining to toxic or hazardous material or substance or other pollutant of nature related to the Property;

11. Seller will not take or omit to take any action that would have the effect of violating any of the representations, warranties or agreements of Seller contained herein nor will Seller enter into any leases which will affect the Property;
12. Neither the execution and delivery of this Contract nor its performance by Seller will conflict with or result in the breach of any mortgage, note, indenture, contract, agreement, law, rule or regulation to which Seller is a party or by which Seller is bound;
13. To Seller's knowledge, Seller is not under any legal disability which would impede or void any of Seller's contractual obligations nor is Seller a debtor in any proceeding under the bankruptcy laws of the United States;
14. Seller has and will convey to Buyer good, marketable and indefeasible fee simple title, free and clear of all conditions, restrictions, exception and reservations, except as specifically permitted herein;
15. Seller has not entered into any lease, verbal or written agreements, contracts or letters of intent with any third-party pertaining to the Property which have not been disclosed in writing to Buyer in this Contract.; and
16. Seller shall not enter into any verbal or written agreements, contracts or letters of intent with any third-party pertaining to the Property prior to the Closing without Buyer's permission.
17. At Closing, Seller shall give a certificate to Buyer stating that these representations and warranties are true and accurate as of Closing.

- B. Seller's Indemnification. Seller agrees to indemnify and hold Buyer and its respective nominees, successors, assigns, officers and employees harmless from any and all third-party liabilities, claims, causes of action, penalties, demands, and expenses of any kind or nature whatsoever related to a breach of the Seller Representations contained in Article 10(A)(1-17), including all expenses related thereto, including without limitation, court costs and attorneys' fees, which said indemnification survive the Closing for a period of one (1) year without the exception of fraud or intentional misrepresentation.

Article 11: General and Miscellaneous Provisions.

- A. Notice. Any notice or other communication required or permitted to be given to a Party under this Contract shall be in writing, unless otherwise specified in this Contract, and shall

be given by registered or certified United States mail, return receipt requested and postage prepaid or by a national overnight delivery service. Notice shall be effective upon receipt of the receiving Party or if the receiving Party refuses service, the date placed in the United States mail system or the national overnight delivery service. Either Party may change its address for notice by giving written notice thereof to the other Party. The address of each Party for notice initially is as follows:

Buyer:
City of Reynoldsburg
7232 E. Main Street
Reynoldsburg, Ohio 43068
ATTN: Joe Begeny, Mayor

Seller:
Sherry J. Daneault, Trustee

With a copy to:
Chris Shook, Esq., City Attorney
City of Reynoldsburg
7232 E. Main Street
Reynoldsburg, Ohio 43068

- B. Complete Agreement, Amendment, Waiver; Counterparts. This Contract, including all exhibits, constitutes the complete agreement between the parties with respect to the subject matter hereof, all previous understandings, if any, between the parties; no oral or implied understandings, representations or warranties shall vary the terms of this Contract; and neither this Contract nor any of its provisions may be amended or waived other than by a written instrument executed by Seller and Buyer. This Contract or any such amendment or waiver may be executed in several counterparts, each of which shall be considered a duplicate original and the same instrument. The Letter of Intent is hereby null and void and is of no force and effect.
- C. Governing Law; Severability. This Contract shall be governed by and construed in accordance with the laws of the State of Ohio. The invalidity or unenforceability of any provision of this Contract in any particular respect shall not affect the validity and enforceability of any other provision of this Contract or of the same provision in any other respect.
- D. Successor and Assigns; Assignment. This Contract shall inure to the benefit of and be binding upon the Parties hereto and their respective heirs, personal representatives, successors and permitted assigns. Notwithstanding the foregoing, Buyer may assign this Contract to any third-party individual or entity, with Seller's prior written consent (and upon written notice to Seller and Title Company), at which time Buyer's assignee will be substituted for Buyer and Buyer shall be relieved of all obligations under this Contract. Seller hereby further agrees to accept all required performance under this Contract from Buyer's nominee and to render Seller's performance of all of Seller's obligations under this Contract to Buyer's nominee, if requested, in accordance with this paragraph. Seller may assign its rights in this Contract with the prior approval of Buyer.

- E. Survival of the Contract; Survival of Certain Terms. The promises, terms, conditions, representations, warranties and provisions of this Contract shall survive the Closing of the transactions and the delivery and recording of the deed and any other instrument for the conveyance of the Property; and if the deed or any other recorded instrument is or may be construed to be inconsistent with any provision of this Contract, then the applicable provisions of this Contract shall control and shall not be deemed to have been merged into such deed or other recorded instrument, unless otherwise expressly provided in any such instrument.
- F. Real Estate Brokerage Commission. The Seller represents that [INSERT BROKER] has been employed to represent it in this transaction. The Buyer represents that no real estate broker or other Person has been employed for compensation to represent the Buyer in this transaction. Each Party hereby represents and warrants to the other Party that, except as provided above, it has no knowledge of any agreement, understanding or fact which would entitle any real estate broker, finder or other Person, to any commission, fee or other compensation as a result of the transaction which is the subject of this Contract. Each Party hereby agrees to indemnify, defend and hold harmless the other Party from and against any liability, cost or expense, including attorneys' fees, as a result of any claim for a commission, fee or other compensation made by any real estate broker, finder or other Person and asserted against the other Party by reason of an arrangement made or alleged to have been made by the indemnifying Party.
- G. Certain Defined Terms. For purposes of this Contract, the term: (i) "Person" means a corporation, association, partnership (general or limited), limited liability company, trust, estate, government, governmental agency or other entity as well as an individual or natural person, unless the context otherwise requires, (ii) "Day" or "day" shall mean a calendar day and "Effective Date" means the date that the last Party to execute this Contract delivers this executed Contract to the other Party.
- H. Time. Time is of the essence with respect to the performance of each provision of this Contract.
- I. Ownership of Plans. In the event this transaction does not close, all plans, surveys, reports, studies, tests, audits, investigations, designs, drawings and related information and materials (collectively, the "Plans") prepared for or at the request of Buyer and relating to the Property shall, upon the reasonable request of Seller, be promptly delivered to Seller.
- J. Like-Kind Exchange. The Parties acknowledge that either may elect to purchase or sell the Property as part of a tax-free exchange under Section 1031 of the Internal Revenue Code of 1986, as amended ("Code"). As such, the Parties agree to reasonably cooperate in connection therewith. If requested by Buyer or Seller, each will participate in the exchange contemplated by this Article as an accommodation to the other with the express understanding and agreement that:
1. Seller or Buyer shall not be required to take title to any property in order to effectuate such exchange;

2. Under no circumstance shall Seller be required to postpone or refrain from receiving any of the Purchase Proceeds due Seller hereunder;
3. Neither Party is making any representation or warranty regarding such exchange or whether such exchange qualifies as such under the Code,
4. Each Party shall indemnify and hold the other harmless from and against any cost, expense or liability, including attorneys' fees, incurred by Buyer and/or Seller as the case may be, in connection with the provisions of this §12(j) or any such exchange; and
5. Buyer and/or Seller as the case may be, shall not be required to incur any additional costs, fees or expenses (including, without limitation, attorney fees) to accommodate any proposed like-kind exchange.

K. Defaults and Remedies.

1. Default by Seller. If this transaction is not closed because of Seller's failure to perform hereunder (through no fault of Buyer), or Seller fails to comply with any of its obligations, covenants, warranties or agreements, Buyer may bring any action against Seller for legal or equitable relief.
2. Default by Buyer. If this transaction is not closed because of Buyer's failure to perform hereunder (through no fault of Seller), or Buyer fails to comply with any of its obligations, covenants, warranties or agreements, Seller may bring any action against Buyer for legal or equitable relief.

L. Recording. Neither Party may record this Contract, however, either Party may record a customary Memorandum of Contract, at the recording Parties' expense.

M. Offer & Acceptance. This Contract shall be open for Seller's acceptance until 5:00 p.m. on the third (3rd) business day after Buyer has delivered this Contract to Seller.

Signatures Appear on the Following Page

IN WITNESS WHEREOF, each Party has executed and delivered this Contract to the other Party to be effective as of the Effective Date.

Buyer:

City of Reynoldsburg

By: _____

Its: _____

Date: _____

Approved as to Form:

City of Reynoldsburg – City Attorney

By: _____

Date: _____

Seller:

Sherry J. Daneault Revocable Trust Dated June 27, 2007

By: _____

Its: _____

Date: _____

Exhibit A



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: November 12, 2024

RE: An Ordinance Authorizing the Mayor to Enter into an Agreement with Media Promotion Enterprises (MPE) for the 2025 Tomato Festival

APPROVALS:

Joe Begeny
Stephen Cicak
Chris Shook
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

Enter into contract with Media Promotions Enterprise (MPE) as the contractor that negotiates and handles the various agreements with performing artists for the 2025 Tomato Festival for a price not to exceed two hundred thousand dollars (\$200,000).
That 200,000.00 will be budgeted in account 110.344.5339 Miscellaneous Contract Services in the 2025 Budget.

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH MEDIA PROMOTION ENTERPRISES (MPE) FOR THE 2025 TOMATO FESTIVAL

WHEREAS, the City of Reynoldsburg, in preparation of the 2025 Tomato Festival needs to secure entertainment contracts well advance of the event; and

WHEREAS, the City has successfully used Media Promotion Enterprises (MPE) as the contractor that negotiates and handles the various agreements with performing artists; and

WHEREAS, the Mayor is authorized to begin the process to secure entertainment for the 2025 Tomato Festival.

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

SECTION 1. That the Mayor be and is hereby authorized to enter into an agreement with Media Promotion Enterprises (MPE) for a price not to exceed two hundred thousand dollars (\$200,000.00).

SECTION 2. That \$200,000.00 will be budgeted in account number 110.344.5339 Miscellaneous Contract Services in the 2025 Budget.

SECTION 3. That upon adoption by Council, this Ordinance shall be in effect following the signature by the Mayor.



MEDIA PROMOTION ENTERPRISES

TALENT AND PRODUCTION CONTRACT

This agreement, and the attached addenda herein, duly executed this 24 September 2024, between **Media Promotion Enterprises** (herein known as "Producer") and the **City of Reynoldsburg f/s/o Reynoldsburg Tomato Festival** (herein known as "Purchaser") shall verify the terms and conditions of our agreement regarding the following entertainment event.

Artists: Thursday – TBD
Friday – TBD
Saturday – TBD

Dates: AUGUST 7,8,9, 2025

Location: Huber Park, Reynoldsburg, OH

Event: Reynoldsburg Tomato Festival

Times: Headliners Approx. 8:30PM TBD

OBLIGATIONS OF PRODUCER

1. **Artist**
MPE agrees to check availability and present options for the 2025 festival.
2. **Production**
Producer agrees to provide a professional production package to meet the needs of the Artist/s. This includes the following:
 - 1 – Covered portable stage with sound fly-bays
 - 1 – Professional public address system per Artist/s specifications
 - 1 – Professional lighting package per Artists/s specifications
 - 1 – Backline equipment if applicable per Artist/s specifications.
3. **Ground Transportation**
Producer agrees to provide all local ground transportation from the Airport, Hotel, and Venue with exception of larger groups utilizing the City's sprinter van.
4. **Staffing**
Producer agrees to provide on-site staff to facilitate the needs of the Artist/s and production crew.
5. **Hospitality**
Producer agrees to provide stage water, towels, and bus stock, and other hospitality and rider requirements as needed by each Artist/s.
6. **Advance - Schedule**
Producer agrees to provide a full production schedule and to coordinate all entertainment activities with the Artist, production team, and City and will distribute a final flowchart to all parties.

(304) 697-4222
(800) 788-4006
(800) 494-7315 FAX

Professional Entertainment

1
423 Sixth Avenue
Huntington, WV 25701
www.mpe-entertainment.com



MEDIA PROMOTION ENTERPRISES

OBLIGATIONS OF PURCHASER

1. **Venue Access**
PURCHASER agrees to avail premises to MPE beginning Wednesday if needed for production load-in and through Saturday for load-out in order to execute the requirements of ARTIST'S contract.
2. **Electric**
PURCHASER agrees to provide power as needed to fulfill the requirements of MPE's contract with the ARTIST. If utilizing generator power 1 - 200amp 3phase service for sound and 1 – 200amp 3phase service for lighting will be required.
3. **Tent**
PURCHASER agrees to provide a 20x20 tent stage left for use by the production and Artist/s if available. This may be utilized for merchandise sales as well.
4. **Labor**
PURCHASER agrees to provide **6 strong, able bodied**, and sober individuals for production load-in on Wednesday and load-in and load-out of Headlining Artists on Thursday, Friday and Saturday Times are TBD and will be listed on the final production schedule.
5. **Hotel Accommodations**
PURCHASER to provide hotel accommodations for ARTIST and crew not to exceed \$7500.00. A rooming list shall be provided a minimum of thirty (30) days before show date to ensure availability of rooms. Higher level ARTIST/s may require a minimum 4 Star or higher property.
6. **Catering/Meals/Green Room**
PURCHASER to provide catered meals per ARTIST'S specifications for lunch and dinner on Friday and Saturday not to exceed \$3500.00. PURCHASER to make a private space available indoors within walking distance from stage. A space should be made available indoors for exclusive use of each headlining Artist each day.
7. **Security**
PURCHASER shall provide security from the time ARTIST/S arrives until it has been loaded back into ARTIST/S or PRODUCER'S trucks. PURCHASER shall fence in backstage area securely. PURCHASER also agrees to provide overnight security for the venue.
8. **Force Majeure**
PURCHASER agrees that all entertainment performances are subject to Force Majeure parameters. Provided that the ARTISTS are present on location, willing and able to perform pursuant to the terms hereof, payment of all guaranteed compensation shall be made to MPE. The obligation of the ARTIST to perform is subject to detention or prevention by accidents of ground transportation, Acts of God, riots, strikes, labor disputes, epidemics, any act or order of public authority, or any cause, similar or dissimilar beyond the control of MPE, PURCHASER, and ARTIST, which, in the PURCHASER'S determination, would prevent or interfere with the presentation of the show.



MEDIA PROMOTION ENTERPRISES

In the event of inclement weather creating dangerous or unsafe performance conditions resulting in cancellation of any show, the total contracted amount is to be paid in full. The final decision pertaining to the exercise of this item will lie with the PRODUCER upon consultation with ARTIST'S representatives and PURCHASER.

7. **Cancellation**

Each situation will be handled on a case by case basis. PURCHASER and PRODUCER agree if a forced cancellation due to state mandated order occurs Producer will work with Purchaser to reschedule the above mentioned acts to the following year. This decision shall be made at minimum 30 days from the beginning of the event.

In the event of cancelling an act which will not return the following year PRODUCER would retain a portion of the deposit if applicable on a pro-rata basis to cover expenses already incurred by the ARTIST/S or PRODUCER and the remaining portion of the deposit would be returned to the PURCHASER or carried to the next year. Any remaining balance owed to the PRODUCER would be waived and the contract would be cancelled.

Payment Terms

Purchaser and Producer agree the total contracted amount not to exceed \$200,000.00 will be paid as follows and listed on the final contract:

- 1) Payment 1: A deposit of any amount may be payable to MPE Entertainment by certified funds on or before December 31, 2024.
- 2) Payment 2: A payment of the remaining amount to equal 50% will be due with the final contract once the Artists are selected.
- 3) Payment 3: The remaining balance of 50% of the final contract payable to MPE Entertainment will be due on or before August 7, 2025.
- 4) Any amount of the total contracted amount of \$200,000.00 that goes unused in 2025 will be carried over to 2026 if applicable.

SIGNATURES TO APPEAR ON THE FOLLOWING PAGE

(304) 697-4222
(800) 788-4006
(800) 494-7315 FAX

Professional Entertainment

3
423 Sixth Avenue
Huntington, WV 25701
www.mpe-entertainment.com



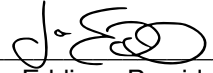
MEDIA PROMOTION ENTERPRISES

BY SIGNING THIS AGREEMENT, THE PARTIES ACKNOWLEDGE THAT THEY ARE
AUTHORIZED TO DO SO, AND ASSUME RESPONSIBILITY TO SATISFY ALL TERMS AND
CONDITIONS OF THIS CONTRACT.

PURCHASER

X _____
Mayor Joe Begeny
City of Reynoldsburg, OH
7232 E Main Street
Reynoldsburg, OH 43068
(614) 322-6839 Office

PRODUCER

X  _____
Joe Eddins - President
Media Promotion Enterprises, LLC
423 Sixth Avenue
Huntington, WV 25701
(304) 697-4222

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4
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