



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

Monday, November 25, 2024

6:30 PM

Council Chambers

1. CALL TO ORDER

2. INVOCATION - Pastor Renee Russell of City Church of Reynoldsburg

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. APPROVAL OF AGENDA

6. APPROVAL OF MINUTES

- a. Regular Meeting Minutes for November 12, 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. COMMUNICATIONS

- a. Reynoldsburg (Ohio) Municipal Water Utility – Water Utility Rate Study
Reynoldsburg (Ohio) Municipal Sewage Works – Sewage Works Rate Analysis

9. MOTIONS

- a. A Motion to Reconsider Ordinance No. 63-2024 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

10. REPORTS

a. West Licking Fire District October 2024

b. Development, Parks & Recreation Committee

1. An Ordinance to Approve the Final Plat Plan for the M/I Homes Development at Spring Hill Farm Phases 4A, 4B, and 5
2. An Ordinance Directing the Auditor's Office to Appropriate Funding for Streetscape Tree Removal and Replanting, and Declaring an Emergency
3. A Resolution Authorizing the City Auditor to Remove Equipment from the City's Fixed Asset List for the Parks and Recreation Department

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

d. Public Service & Transportation Committee

1. An Ordinance to Repeal and Replace Chapter 953 Water Charges of the Code for Ordinances for the City of Reynoldsburg, Ohio, and Declaring an Emergency
2. An Ordinance to Amend Chapter 958 Stormwater Charges, Section 958.06 Equivalent Residential Unit (ERU) of the Codified Ordinances for the City of Reynoldsburg, and Declaring an Emergency
3. An Ordinance Authorizing the Mayor to Accept Public Infrastructure Associated with the Eastwood Reserve Phase I Subdivision
4. An Ordinance Authorizing the Mayor to Accept the Columbus Metropolitan Library (Reynoldsburg Branch) Project
5. An Ordinance Authorizing the Mayor to Accept Public Infrastructure Associated with Eastwood Drive and Little Jordan Way
6. An Ordinance Authorizing the Mayor to Enter into a Contract with Signcom for Design Services to Install Two Informational/Welcome to Reynoldsburg Signs, Appropriating Funds Therefor, and Declaring an Emergency

e. 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 Authorizing the Mayor to Enter Into a Purchase and Sale Agreement for Real Property Located at 7148 East Main Street, Reynoldsburg, Ohio, Appropriating Funds Therefore, and Declaring an Emergency
3. An Ordinance to Make Final Appropriations for Expenses and Other Expenditures for the City of Reynoldsburg, State of Ohio, During the Fiscal Year Ending December 31, 2025, and Declaring an Emergency

4. An Ordinance Authorizing the Mayor to Execute a Contract between the City of Reynoldsburg and the Fraternal Order of Police, Ohio Labor Council, Inc. (Dispatchers) for a Period from January 1, 2025 through December 31, 2027, and Declaring an Emergency
5. An Ordinance Authorizing the Mayor to Execute a Contract Between the City of Reynoldsburg and the Fraternal Order of Police, Capital City Lodge No. 9, for the Period of January 1, 2025 through December 31, 2027, and Declaring an Emergency
6. An Ordinance Authorizing the Mayor to Enter into a Contract with Compton Construction for Design and Installation Service Using America Rescue Plant Act Funds for a City Hall Entry Vestibule, Appropriating Funds, and Declaring an Emergency

11. RESOLUTIONS - CONSENT AGENDA

- a. A Resolution Authorizing the City Auditor to Remove Equipment from the City's Fixed Asset List for the Parks and Recreation Department

12. CONSENT AGENDA FOR EMERGENCY ADOPTION

- a. An Ordinance Directing the Auditor's Office to Appropriate Funding for Streetscape Tree Removal and Replanting, and Declaring an Emergency
- b. An Ordinance Authorizing the Mayor to Enter Into a Purchase and Sale Agreement for Real Property Located at 7148 East Main Street, Reynoldsburg, Ohio, Appropriating Funds Therefore, and Declaring an Emergency

13. CONSENT AGENDA FOR FIRST READING

- a. An Ordinance to Approve the Final Plat Plan for the M/I Homes Development at Spring Hill Farm Phases 4A, 4B, and 5
- b. An Ordinance to Repeal and Replace Chapter 953 Water Charges of the Code for Ordinances for the City of Reynoldsburg, Ohio, and Declaring an Emergency
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- h. An Ordinance to Make Final Appropriations for Expenses and Other Expenditures for the City of Reynoldsburg, State of Ohio, During the Fiscal Year Ending December 31, 2025, and Declaring an Emergency
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- k. An Ordinance Authorizing the Mayor to Enter into a Contract with Compton Construction for Design and Installation Service Using America Rescue Plant Act Funds for a City Hall Entry Vestibule, Appropriating Funds, and Declaring an Emergency

14. 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 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
- d. 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
- e. 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
- f. 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
- g. An Ordinance Authorizing the Mayor to Enter into a Contract for City Cyber Insurance for 2025, Waive Competitive Bidding, and Declaring an Emergency

15. CONSENT AGENDA FOR THIRD READING

- a. 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
- b. An Ordinance Authorizing the Mayor to Accept Public Infrastructure Associated with the Maplewood Subdivision
- c. An Ordinance Appropriating Funds from the Future Bonds for the Construction of the City's Parks and Public Service Facility Project Fund (Owners Contingency)
- d. An Ordinance Authorizing the Mayor to Enter into an Agreement with Media Promotion Enterprises (MPE) for the 2025 Tomato Festival

16. OTHER COUNCIL MATTERS

17. UPCOMING MEETINGS

- a. November 28 & 29, 2024 Thanksgiving Holiday City Offices Closed
December 5, 2024 Planning & Zoning Board
December 9, 2024 Council
December 16, 2024 Council **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
January 9, 2025 Council

18. ADJOURNMENT

ADJOURNMENT



**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
November 12, 2024**

CALL TO ORDER

Chair Lawson-Rowe called the meeting to order at 6:30pm.

INVOCATION - President Meredith Lawson-Rowe

PLEDGE OF ALLEGIANCE

ROLL CALL

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

APPROVAL OF AGENDA

President Lawson-Rowe advised that the property purchase legislation under Consent Agenda for Second Reading (12f) would also be added as an agenda item to the Finance Committee. The agenda was approved as amended.

APPROVAL OF MINUTES

Regular Meeting Minutes for the October 28, 2024

The regular meeting minutes of October 28, 2024 were approved as submitted.

COMMUNITY COMMENTS

**Angela Abram
1075 Starlight drive**

Ms. Abrams stated that she is here on behalf of the Reynoldsburg Board of Education in her role as the Board President and thanked the staff, community, Councilmembers, and everyone who voiced their support for students and staff. As a result of the election in which the \$6.6 million emergency school levy did not pass, the district's senior leadership team and school board will work together to reduce expenditures by \$8.5 million. As the district navigates this difficult time, they will invite all community members to listen and engage with them in this process. Please check the district website for dates and times for these engagement opportunities. The reductions will be in effect for the 2025-2026 school year and no decisions are final until the board votes on the reductions. These are difficult and challenging times for everyone involved and thanked them for their patience at this time.

Tanya Dexter
7255 Sorrelwood court

Ms. Dexter stated that she would like the regulations regarding chicken ownership to be reversed. Currently, the regulations prohibit chicken ownership in residential areas of our city. In our city, cats, dogs, and various breeds of birds, aquatic animals, and reptiles are allowed, however chickens are not allowed. Chickens do not pose any threat that is more threatening or harmful than the type of animals previously listed. Another concern is that chickens bring disease. There are medicines and vaccines to treat disease in chickens too. Noise levels are a concern when considering chicken ownership. Roosters are noisy but that is part of their purpose. Roosters are the protectors of other chickens, however, for residential flocks, she suggested prohibiting them. Chickens can be trained just like other pets. Chickens can be useful for gardeners, their excrement can be used as fertilizer, and they provide great pest control. Hens, female chickens, depending on the breed can lay between 20-300 eggs per year without the presence of a rooster. She explained that she is aware that addressing this task is more involved than it may appear at first glance. She requests that the Council take the time to carefully negotiate this matter. She, along with other community members, would appreciate having the capability to provide a small portion of our food without relying on the national food supply.

Mayor Begeny

Mayor Begeny thanked everyone who attended the Veteran's Day ceremony and explained that this has been our first opportunity to partner with the VFW located on Waggoner Road but they hope to continue this partnership in the future. Mayor Begeny also explained that we have a certain amount of money left in the America Recovers Act that has to be used by the end of this year so there will be a few new initiatives coming to Council over the next few weeks. He also noted that the tree lighting ceremony will be the first Friday in December at the Senior Center.

REPORTS

Development, Parks & Recreation Committee

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

Director Meyer explained that our contact at DLZ passed away, causing the City to need a new design services engineering contractor. The contract with DLZ was due to expire at the end of 2025. This legislation would appoint OHM Advisors as the City's new back-up design services engineer to fulfill the existing contract.

Councilmember Strickland asked about the scoresheets and recommendations from the engineering review process from 2022. She wanted to know who the back-up and next design engineer were from the scoresheets. Director Meyer said he did not remember who was the next engineer on the list. OHM was also working on other projects for the City and are familiar with our processes.

Councilmember Baker asked how OHM's services would be paid. Director Meyer indicated that OHM billed us on an hourly basis. There might be some projects that had a set fee. OHM also collected fees for plan reviews from the residents based on the City's fee schedule.

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

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

Public Service & Transportation Committee

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

Mayor Begeny explained that Columbus had again raised their rates for water, sewer, and stormwater. This legislation requested a 7% increase in the sewer rates. This rate increase came directly from Columbus. Reynoldsburg would not be adding any additional increase for City services. Columbus indicated that these increased rates were due to population increases and the demand put on the utility system by business development.

Councilmember Baker expressed serious concerns about the continued increases in water and sewer rates from Columbus. Columbus has increased rates every year for at least the past ten years. It was not fair to our residents, especially people on a fixed income. He stated that he had mentioned these increases every year and the costs would continue to escalate. He would like to a better explanation beyond increased population (which should provide additional revenue) and EPA requirements. At what point would costs level out.

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

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

Mayor Begeny stated that this agreement will extend so that we can continue our agreement with MORPC, the Ohio EPA, and ODNR. Including work like educational resources for community members, rain barrels, monitoring storm water, and cleaning out invasive species.

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

Finance & Administration Committee

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

Director Cornell stated that they have changed the language to include collective bargaining units, stating that they need to refer to their contracts, they will also be adjusting pay steps, they have included new positions as the City continues to grow, and they have increased the educational assistance by \$500.

Councilmember Strickland asked about the new positions. Mayor Begeny stated that they are still working through some of these positions. He explained that the Main Street streetscraping program that is normally bid on, received no bids this year, so this will now become an in-house project, so they would like to request increased staff for these projects. There are a few other positions that directors can discuss when they attend the meeting to discuss their budgets. These employees will be in the parks, streets, and events departments. Councilmember Strickland asked about the new accountant position and why this position had been brought forward. Director Cornell stated that it was a new position in the Auditor's department.

Councilmember Salvati asked for some clarification on not receiving a bid for that project. Mayor Begeny explained that they did not receive a bid for the traditional routes or a new express bid route online, so now they are looking into what it would entail to hire new staff to complete this project in house. This staff could also help cover other services in the service department as well.

Councilmember Strickland asked why they are discussing new positions for next year when they still have not received a budget for 2025. Mayor Begeny stated that their intent was to present the budget tonight as well, but they were not able to get that in on time, and they will discuss it at length at the next meeting.

Councilmember Strickland stated that she would like to hear why these positions are potentially being added and ensure that we are fiscally responsible. Auditor Cicak stated that the addition of the accountant position came at the request of the finance manager who met with Director Cornell. He stated that our profits and projects have increased so much over the years that they would like to increase the staff that handle these issues. Councilmember Strickland asked if Director Cornell agreed that this position was needed and included in the budget. Director Cornell stated that it was in the budget.

Chair Baker requested the job description of this new position. Director Cornell stated that she would email him that information. Chair Baker stated that he believes some of these positions are a no-brainer, like the new director position for the events department. Mayor Begeny stated that Ms. Clemens was already doing the work of a director, so they believed they should move the position up. They are also adding a special events coordinator to try to bring some of that work in-house.

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

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

Director Cornell advised Council that there were minor changes being made to the Educational assistance Incentive Program, vacation leave pay-outs, holidays (specifically improving the language regarding the extra personal day available for employees who work the Tomato Festival. There was also language added to sections relative to the Collective Bargaining Agreement.

Councilmember Salvati asked why language regarding the Collective Bargaining Agreement needed both the written form and the acronyms. Director Cornell indicated that the duplicated could be removed.

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

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

Director Cornell stated that this legislation was an annual housekeeping item to review the contract with the City's IT provider, Kirch Group Technologies. This contractor has handled the City's IT services for the past several years. The cost of the contract remained the same for 2025.

Chair Baker made a motion to forward this Ordinance to Council for a first reading. Second by Councilmember Strickland. Motion carried.

An Ordinance Authorizing the Mayor to Enter into a Contract for City Cyber Insurance for 2025, Waive Competitive Bidding, and Declaring an Emergency

Director Cornell advised that this legislation was also an annual renewal of the City's cyber insurance. The cost of this insurance for 2025 would be \$28,500, a slight increase over 2024's premium.

Chair Baker made a motion to forward this Ordinance to Council for a first reading. Second by Councilmember Strickland. Motion carried.

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

Mayor Begeny advised that he was proposing contracting with OHM Advisors to provide design services for the front receptionist area, Council Chambers and the second floor conference room. The cost of these services would be paid for using the remaining ARPA funds.

Chair Baker made a motion to forward this Ordinance to Council for a first reading and emergency approval. Second by Councilmember Salvati. Motion carried.

RESOLUTIONS - CONSENT AGENDA

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

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

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

CONSENT AGENDA FOR EMERGENCY APPROVAL

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

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

CONSENT AGENDA FOR FIRST READING

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CONSENT AGENDA FOR SECOND 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 Appropriating Funds from the Future Bonds for the Construction of the City's Parks and Public Service Facility Project Fund (Owners Contingency)

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

This legislation was returned to committee for further comment,

Mayor Begeny stated that they now plan to use the America Recovers Act funding to purchase this property, and they are also working on gathering quotes for the

demolition project.

Chair Baker made a motion to forward this Ordinance to Council for a second 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

OTHER COUNCIL MATTERS

Discuss Procedure to Fill Council President Position

President Lawson-Rowe announced that she was recently elected as a representative to the Ohio House of Representatives. Because of this election, she would be resigning from her position as Council President effective December 31, 2024. She wanted to have a discussion of Council as to how they would like to handle the appointment of a new Council President for the remaining portion of her three-year term.

Councilmember Baker suggested that this appointment be handled as previous open Council positions were handled. The position should be advertised, resumes and letters of interest requested, an open interview of potential candidates, and then vote and selection by Council.

Clerk Prasher suggested that a new President would best be selected during Council's last meeting of 2024 (December 16th) so that the incoming President would have time to make appointments for the orientation meeting of Council on January 13th.

Attorney Shook advised that a new Council President could not be voted on until the position was vacant. If President Lawson-Rowe resigned on December 31st, then Council could not vote for a new Council President until the first meeting in 2025.

After further discussion, Council directed Clerk Prasher to advertise the position immediately with a submission deadline of November 29, 2025. Once all applications are received, those applications should be forwarded to Council for review. Council asked President Lawson-Rowe if she could set the effective date of her resignation as December 15, 2025. Council would interview applicants and select a new Council President during the December 16th Council meeting.

UPCOMING MEETINGS

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)

ADJOURNMENT

As there was no further business, President Lawson-Rowe adjourned the meeting.

Meredith Lawson-Rowe, Council President

Mollie Prasher, Clerk of Council



November 7, 2024

City Council
City of Reynoldsburg
7232 E Main St.
Reynoldsburg, Ohio 43068

Baker Tilly Advisory Group, LP
112 IronWorks Ave, Suite C
Mishawaka, IN 46544
United States of America

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F: +1 (574) 935 5928

bakertilly.com

Re: Reynoldsburg (Ohio) Municipal Water Utility – Water Utility Rate Study

The attached schedules (listed below) present unaudited and limited information for the purpose of discussion and consideration in the preliminary planning stage of the water rate study by the appropriate officers, officials and advisors of the City. The use of these schedules should be restricted to this purpose, for internal use only, as the information is subject to future revision and final report.

Page(s)

2	Historical Summary
3	Comparison of Account Balances with Minimum Balances Recommended
4	Schedule of Amortization of \$485,000 Principal Amount of Various Purpose Waterworks Bonds, Series 2017
5	Utility Capital Improvement Plan
6 - 8	Estimated Annual Cash Operating Expenses
9	Estimated Annual Revenue Requirements and Annual Operating Revenues
10	Comparison of Monthly Residential Water Bills with Surrounding and Similar-Sized Ohio Communities

We would appreciate your questions or comments on this information and would provide additional information upon request.

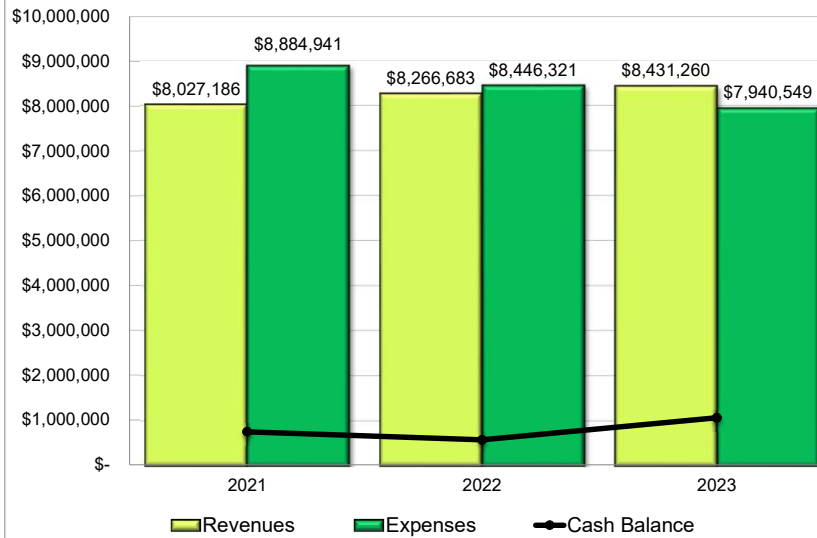
Very truly yours,

BAKER TILLY ADVISORY GROUP, LP

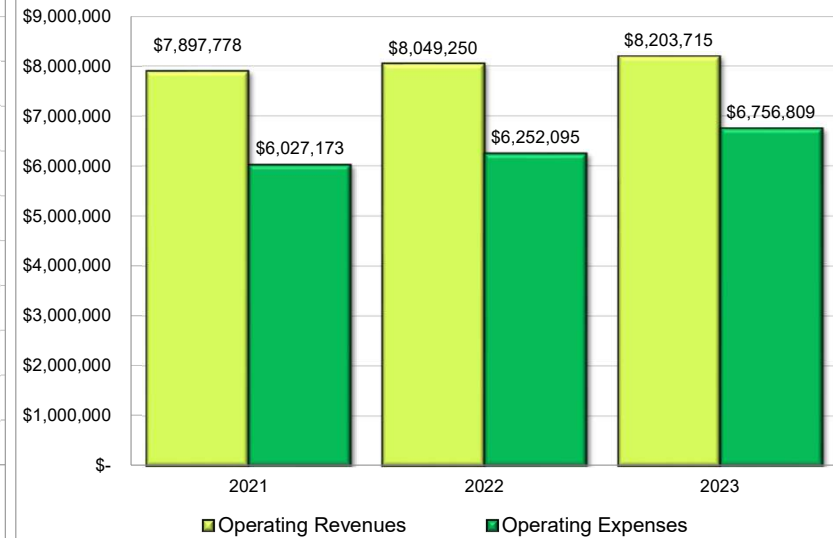
Jeffrey P. Rowe, Principal

REYNOLDSBURG (OHIO) MUNICIPAL WATER UTILITY

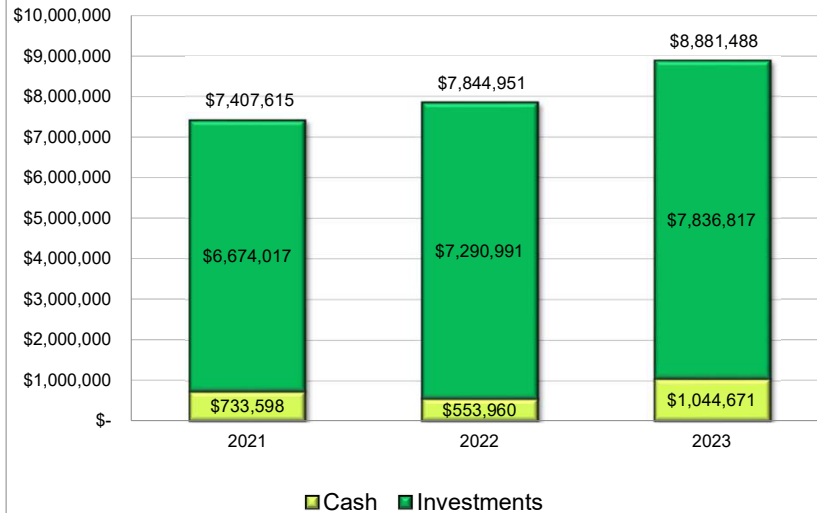
Historical Total Revenues, Total Expenses and Cash Balance Trends



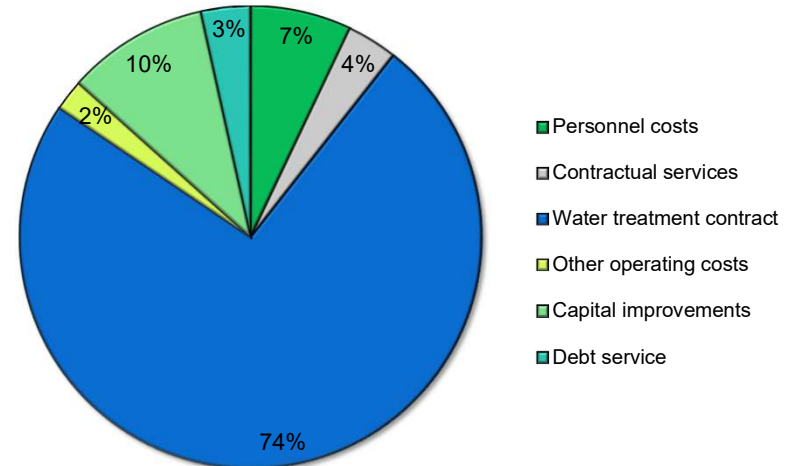
Historical Operating Revenues and Expenses



Cash and Investment Balances



Expense Analysis: Calendar Year Ended December 31, 2023



(Subject to the attached letter dated November 7, 2024)
(Preliminary - Subject to Change)
(Internal Use Only)

REYNOLDSBURG (OHIO) MUNICIPAL WATER UTILITY

COMPARISON OF ACCOUNT BALANCES WITH MINIMUM BALANCES RECOMMENDED

<u>Cash and Investments:</u>	<u>Account Balances 12/31/2023</u>	<u>Minimum Balance Recommended</u>	<u>Variance</u>
Water Fund	\$8,881,488	\$1,369,187 (1)	\$7,512,301
Bond and Interest Account	-	14,246 (2)	(14,246)
Improvement Fund	-	4,053,600 (3)	(4,053,600)
Totals	<u>\$8,881,488</u>	<u>\$5,437,033</u>	<u>\$3,444,455</u>

- (1) **Water Fund:** Although not required, industry practices suggest a minimum reserve balance of at least 2 months of future operating costs.

Budgeted 2024 Operating Expenses	\$8,215,121
Times factor for 2 months	<u>16.67%</u>
Recommended Reserve	<u>\$1,369,187</u>

- (2) **Bond and Interest Account:** It is recommended that a balance is maintained equal to the sum of the monthly transfers in the amount of one-twelfth (1/12) of the next succeeding principal and one-sixth (1/6) of the next succeeding interest payment.

<u>2017 Bonds</u>	<u>Amount</u>	<u>Factor</u>	<u>Months</u>	<u>Total</u>
Principal Due 12/1/24	\$160,000 x	1/12	1	\$13,333
Interest Due 6/1/24	5,481 x	1/6	1	<u>913</u>
Recommended Reserve				<u>\$14,246</u>

- (3) **Improvement Fund:** As a general rule, an amount equal to one year's budgeted capital expenditures is typically maintained in this account to provide a funding source for ongoing capital improvements.

Average annual capital improvements (page 5)	\$559,600
Plus: Waggoner Road - Phase I cash on hand contributions	1,494,000
Plus: proposed capital projects funded with existing reserves	<u>2,000,000</u>
Recommended reserve	<u>\$4,053,600</u>

(Subject to the attached letter dated November 7, 2024)
(Preliminary - Subject to Change)
(Internal Use Only)

REYNOLDSBURG (OHIO) MUNICIPAL WATER UTILITY

**SCHEDULE OF AMORTIZATION OF \$485,000 PRINCIPAL AMOUNT
OF VARIOUS PURPOSE WATERWORKS BONDS, SERIES 2017**

Interest payable semi-annually December 1st and June 1st

Principal payable annually on December 1

Interest rate as shown

Bonds dated April 19, 2017

Payment Date	Principal Balance (-----In \$1,000's-----)	Principal	Interest Rate (%)	Debt Service		Bond Year Total
				Interest	Total	
				(-----In Dollars-----)		
06/01/24	\$485	\$ -	2.26	\$5,480.50	\$5,480.50	
12/01/24	485	160	2.26	5,480.50	165,480.50	\$170,961.00
06/01/25	325	-	2.26	3,672.50	3,672.50	
12/01/25	325	160	2.26	3,672.50	163,672.50	167,345.00
06/01/26	165	-	2.26	1,864.50	1,864.50	
12/01/26	165	165	2.26	1,864.50	166,864.50	168,729.00
		<u>\$485</u>		<u>\$22,035.00</u>	<u>\$507,035.00</u>	<u>\$507,035.00</u>

(Subject to the attached letter dated November 7, 2024)
(Preliminary - Subject to Change)
(Internal Use Only)

REYNOLDSBURG (OHIO) MUNICIPAL WATER UTILITY

UTILITY CAPITAL IMPROVEMENT PLAN
(Provided by Utility Management)

Capital Improvement Categories:	Estimated Project Year					Totals
	2025	2026	2027	2028	2029	
Waggoner Road Improvements - Phase I (1)	\$1,494,000	\$ -	\$ -	\$ -	\$ -	\$1,494,000
Waggoner Road Improvements - Phase II	-	746,000	-	-	-	746,000
Summit Road Improvements	-	-	1,607,000	-	-	1,607,000
Graham Road / Burkey Drive WM Replacement	-	500,000	-	-	-	500,000
Penick Drive / Mott Street WM Replacement	-	-	450,000	-	-	450,000
Red Fox Road WM Replacement	-	-	-	675,000	-	675,000
Alar Road, Broadwyn Drive, and Valley Drive WM Replacement	-	-	-	-	820,000	820,000
Subtotal	1,494,000	1,246,000	2,057,000	675,000	820,000	6,292,000
Less: Existing CIP cash on hand and 2024 CIP revenues	(1,494,000)	-	-	-	-	(1,494,000)
Less: Capital Funded with Cash on Hand	-	(500,000)	(500,000)	(500,000)	(500,000)	(2,000,000)
Total rate funded capital improvements	<u>\$ -</u>	<u>\$746,000</u>	<u>\$1,557,000</u>	<u>\$175,000</u>	<u>\$320,000</u>	2,798,000
Divided by: 5 Years						<u>5</u>
Average Annual Rate Funded Capital Improvements						<u>\$559,600</u>

(1) This project is currently ongoing and being paid for using \$729,000 of existing CIP fund balances and \$765,000 of 2024 CIP revenues.

(2) Assumes that the Utility allocates \$500,000 annually for capital improvements using existing cash on hand, and therefore, these funds are not included in the rate calculation.

(Subject to the attached letter dated November 7, 2024)
(Preliminary - Subject to Change)
(Internal Use Only)

REYNOLDSBURG (OHIO) MUNICIPAL WATER UTILITY

ESTIMATED ANNUAL CASH OPERATING EXPENSES

(See Explanation of Adjustments 7 - 8)

	<u>2023 Actual</u>	<u>Adjustment</u>	<u>Ref.</u>	<u>2025</u>
Annual Operating Disbursement:				
Personnel costs	\$522,308	\$124,688	(1)	\$646,996
Materials and supplies	123,217	26,527	(2)	149,744
Contractual services	261,733			261,733
Water treatment contract	5,461,930	674,548	(3)	6,136,478
Repairs and maintenance	7,591	10,028	(4)	17,619
Utilities	17,105			17,105
Insurance	7,250			7,250
Other operating costs	4,586			4,586
Changes in assets and liabilities	351,089			351,089
Subtotal:	<u>\$6,756,809</u>	<u>\$835,792</u>		7,592,601
Plus: Allowance for inflation and contingencies			(5)	<u>193,268</u>
Estimated Annual Cash Operating Expenses				<u><u>\$7,785,869</u></u>

(Continued on next page)

(Subject to the attached letter dated November 7, 2024)

(Preliminary - Subject to Change)

(Internal Use Only)

REYNOLDSBURG (OHIO) MUNICIPAL WATER UTILITY

(Cont'd)

ESTIMATED ANNUAL CASH OPERATING DISBURSEMENTS
(Explanation of Adjustments)

Adjustment (1) - Personnel Costs

To adjust calendar year 2023 personnel costs to reflect the 2024 Budget that was adopted by the City, plus an additional 5% for increases in salaries and insurance premiums.

Personnel costs - 2024 Budget	\$616,187	
Times: estimated 5% increase	<u>105%</u>	
Estimated 2025 personnel costs		646,996
Less: 2023 actual personnel costs		<u>(522,308)</u>
Adjustment		<u><u>\$124,688</u></u>

Adjustment (2) - Materials and Supplies

To adjust calendar year 2023 materials and supplies to reflect a three-year historical average.

2021 materials and supplies	\$153,478	
2022 materials and supplies	172,537	
2023 materials and supplies	<u>123,217</u>	
Subtotal	\$449,232	
Divided by 3	<u>3</u>	
Subtotal		\$149,744
Less 2023 actual materials and supplies		<u>(123,217)</u>
Adjustment		<u><u>\$26,527</u></u>

Adjustment (3) - Water Treatment Contract

To adjust calendar year 2023 water treatment contract spending to reflect the actual Columbus treatment contract increase for 2024, plus the estimated contract increase for 2025.

2023 water treatment contract	\$5,461,930	
Times: 5% increase for 2024	<u>105%</u>	
Estimated 2024 water treatment contract	\$5,735,027	
Times: estimated 7% increase in treatment contract for 2025	<u>107%</u>	
Estimated 2025 water treatment contract		\$6,136,478
Less: 2023 actual water treatment contract		<u>(5,461,930)</u>
Adjustment		<u><u>\$674,548</u></u>

(Continued on next page)

(Subject to the attached letter dated November 7, 2024)
(Preliminary - Subject to Change)
(Internal Use Only)

REYNOLDSBURG (OHIO) MUNICIPAL WATER UTILITY

(Cont'd)

ESTIMATED ANNUAL CASH OPERATING DISBURSEMENTS
(Explanation of Adjustments)

Adjustment (4) - Repairs and Maintenance

To adjust calendar year 2023 repairs and maintenance to reflect a three-year historical average.

2021 repairs and maintenance	\$18,103	
2022 repairs and maintenance	27,163	
2023 repairs and maintenance	<u>7,591</u>	
Subtotal		\$52,857
Divided by 3		<u>3</u>
Subtotal		\$17,619
Less 2023 actual repairs and maintenance		<u>(7,591)</u>
Adjustment		<u><u>\$10,028</u></u>

Adjustment (5) - Unforeseen Contingencies and Inflation

To provide an allowance for unforeseen contingencies and future inflation.

Calendar year 2023 operating disbursements	\$6,756,809	
Less: changes in assets and liabilities	(351,089)	
Adjustments to calendar year 2023 operating disbursements	835,792	
Less: personnel cost adjustment	(124,688)	
Less: water treatment contract adjustment	<u>(674,548)</u>	
Subtotal		\$6,442,275
Times inflation allowance		<u>3.00%</u>
Adjustment		<u><u>\$193,268</u></u>

(Subject to the attached letter dated November 7, 2024)
(Preliminary - Subject to Change)
(Internal Use Only)

REYNOLDSBURG (OHIO) MUNICIPAL WATER UTILITY

ESTIMATED ANNUAL REVENUE REQUIREMENTS
AND ANNUAL OPERATING REVENUES
(Amounts rounded to the nearest \$100)

	<u>Adjusted</u> <u>Operating Budget</u>		<u>Estimated 2025</u> <u>Operating Budget</u>	
<u>Revenue Requirements:</u>				
Estimated operating expenses	\$7,785,900	(1)	\$8,729,700	(2)
Debt Service:				
Outstanding 2017 Bonds (page 4)	169,000		169,000	
Proposed 2024 Capital Facilities Bonds Pledge (3)	355,800		355,800	
Capital improvements (4)	<u>559,600</u>		<u>559,600</u>	
 Total Annual Revenue Requirements	 8,870,300		 9,814,100	
 Less licenses and permits (5)	 (5,000)		 (5,000)	
Less capacity charges (5)	(125,000)		(125,000)	
Less front foot charges (5)	(6,000)		(6,000)	
Less meter sales (5)	(5,000)		(5,000)	
Less fire line charges (5)	<u>(60,000)</u>		<u>(60,000)</u>	
 Net Annual Revenue Requirements	 <u>\$8,669,300</u>		 <u>\$9,613,100</u>	
 <u>Annual Revenues:</u>				
Water fees (5)	\$7,302,000		\$7,302,000	
Capital improvement fees (5)	<u>782,000</u>		<u>782,000</u>	
 Total Available Revenue	 <u>\$8,084,000</u>		 <u>\$8,084,000</u>	
 Additional Revenue Required	 <u>\$585,300</u>		 <u>\$1,529,100</u>	
 Approximate Across-The-Board Increase In Present Rates and Charges	 <u>7%</u>		 <u>19%</u>	
 Change in Average Monthly Residential Bill (Current Bill \$45.08)	 <u>\$3.16</u>		 <u>\$8.57</u>	
 Approximate Average Residential Monthly Bill (4,000 gallons)	 <u>\$48.24</u>		 <u>\$53.65</u>	

(1) See pages 6 through 8.

(2) Assumes the 2024 Budgeted operating costs per the City, plus a 7% increase to the water treatment contract and 3% increases in all other operating costs.

(3) Assumes the maximum annual debt service for the water portion of the proposed Bonds per Baker Tilly Municipal Advisors analysis dated August 1, 2024.

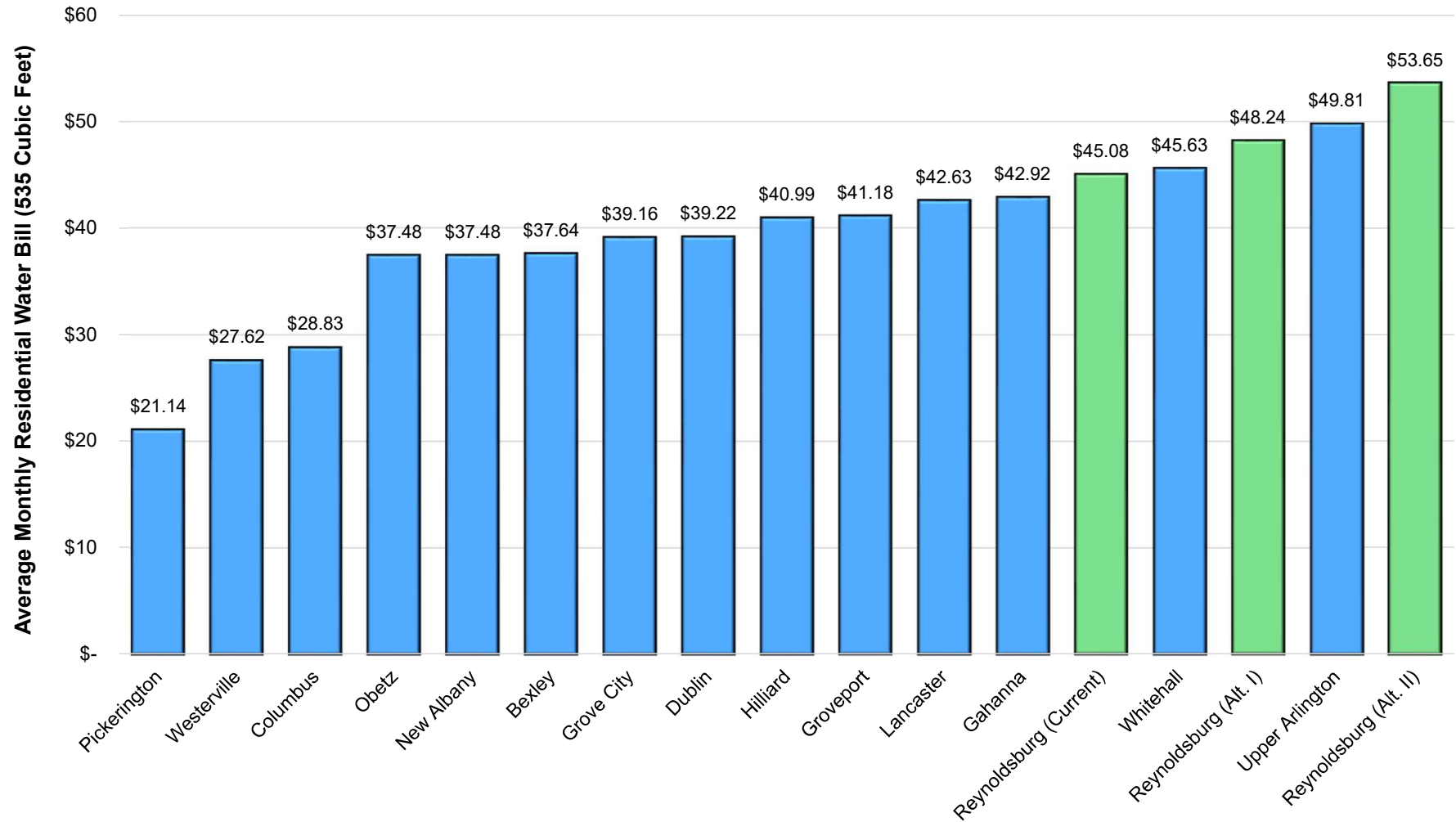
(4) Average annual capital improvements shown on page 5.

(5) Assumes the 2024 budget approved by the City. It is assumed that the water fees budget per the City, includes the 6% rate adjustment that was effective on January 1, 2024, and the capital improvement fees budget includes the 25% rate adjustment that was effective in August 2024.

(Subject to the attached letter dated November 7, 2024)
(Preliminary - Subject to Change)
(Internal Use Only)

REYNOLDSBURG (OHIO) MUNICIPAL WATER UTILITY

COMPARISON OF MONTHLY RESIDENTIAL WATER BILLS WITH SURROUNDING AND SIMILAR-SIZED OHIO COMMUNITIES



(Subject to the attached letter dated November 7, 2024)

(Preliminary - Subject to Change)

(Internal Use Only)



November 7, 2024

City Council
City of Reynoldsburg
7232 E Main St.
Reynoldsburg, Ohio 43068

Baker Tilly Advisory Group, LP
112 IronWorks Ave, Suite C
Mishawaka, IN 46544
United States of America

T: +1 (574) 935 5178
F: +1 (574) 935 5928

bakertilly.com

Re: Reynoldsburg (Ohio) Municipal Sewage Works – Sewage Works Rate Analysis

The attached schedules (listed below) present unaudited and limited information for the purpose of discussion and consideration in the preliminary planning stage of a possible adjustment in sewer rates and charges, by the appropriate officers, officials and advisors of the City. The use of these schedules should be restricted to this purpose, for internal use only, as the information is subject to future revision and final report.

Page(s)

- 2 Historical Summary
- 3 Comparison of Account Balances with Minimum Balances Recommended
- 4 Utility Capital Improvement Plan
- 5 – 7 Estimated Annual Cash Operating Expenses
- 8 Estimated Annual Revenue Requirements and Annual Operating Revenues
- 9 Comparison of Monthly Residential Sewer Bills with Surrounding and Similar-Sized Ohio Communities

We would appreciate your questions or comments on this information and would provide additional information upon request.

Very truly yours,

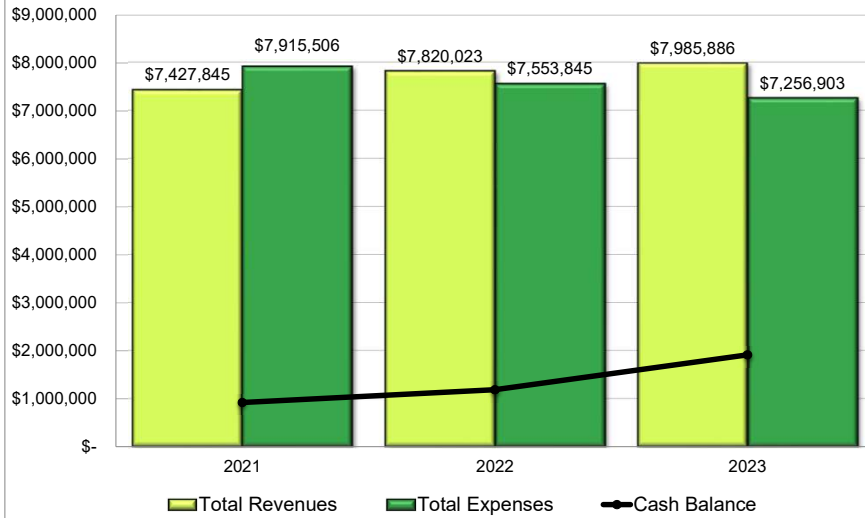
BAKER TILLY ADVISORY GROUP, LP

A handwritten signature in cursive script that reads "Jeffrey P. Rowe".

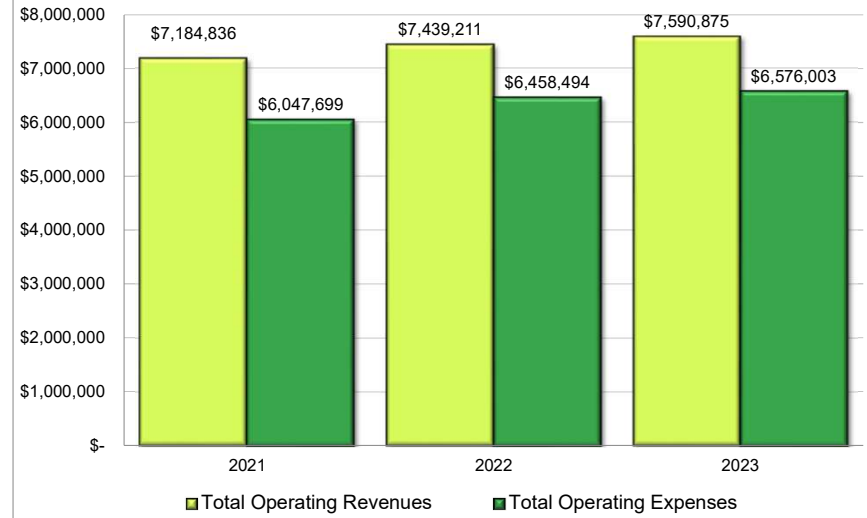
Jeffrey P. Rowe, Principal

REYNOLDSBURG (OHIO) MUNICIPAL SEWAGE WORKS

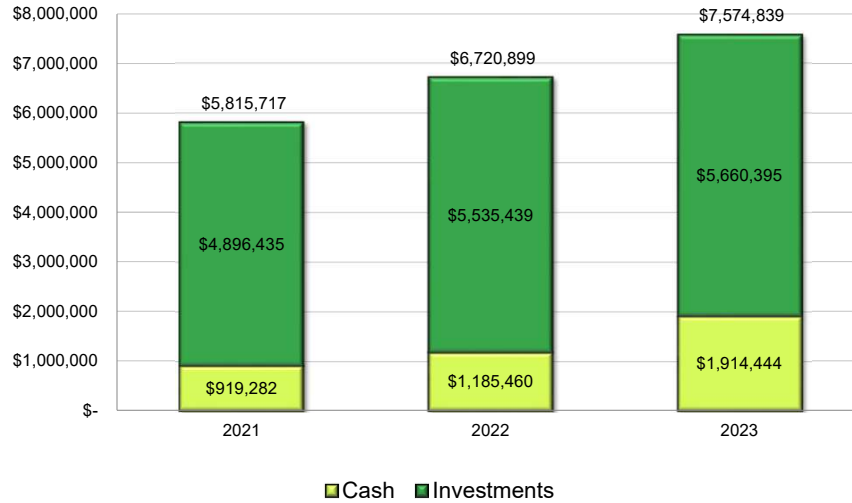
Historical Total Revenues, Total Expenses and Cash Balance Trends



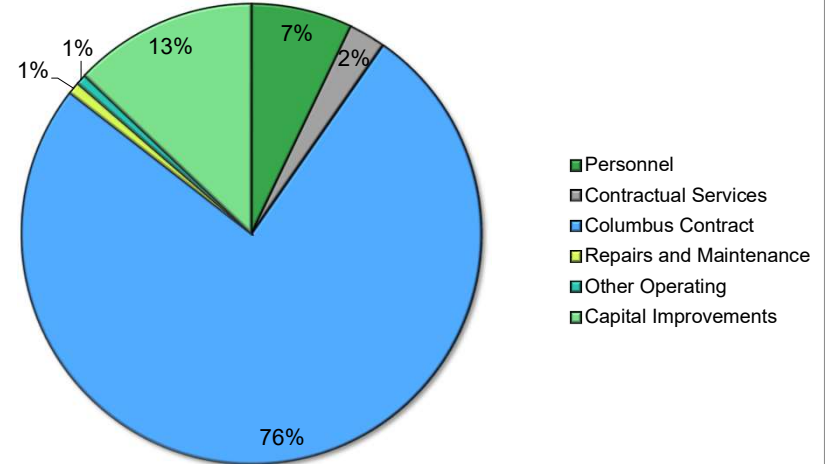
Historical Operating Revenues and Expenses



Cash and Investment Balances



Expense Analysis: Calendar Year Ended December 31, 2023



(Subject to the attached letter dated November 7, 2024)
(Preliminary - Subject to Change)
(Internal Use Only)

REYNOLDSBURG (OHIO) MUNICIPAL SEWAGE WORKS

COMPARISON OF ACCOUNT BALANCES WITH MINIMUM BALANCES RECOMMENDED

<u>Cash and Investments:</u>	<u>Account Balances 12/31/2023</u>	<u>Minimum Balance Recommended</u>	<u>Variance</u>
Sewer Fund	\$7,574,839	\$1,385,239 (1)	\$6,189,600
Improvement Fund	-	2,844,000 (2)	(2,844,000)
Totals	<u>\$7,574,839</u>	<u>\$4,229,239</u>	<u>\$3,345,600</u>

(1) **Sewer Fund:** Although not required, industry practices suggest a minimum reserve balance of at least 2 months of future operating costs.

Budgeted 2024 Operating Expenses	\$8,309,771
Times factor for 2 months	<u>16.67%</u>
Recommended Reserve	<u>\$1,385,239</u>

(2) **Improvement Fund:** As a general rule, an amount equal to one year's budgeted capital expenditures is typically maintained in this account to provide a funding source for ongoing capital improvements.

Average annual capital improvements (page 4)	\$344,000
Plus: proposed capital projects funded with existing reserves	<u>2,500,000</u>
Recommended Reserve	<u>\$2,844,000</u>

(Subject to the attached letter dated November 7, 2024)
(Preliminary - Subject to Change)
(Internal Use Only)

REYNOLDSBURG (OHIO) MUNICIPAL SEWAGE WORKS

UTILITY CAPITAL IMPROVEMENT PLAN (Provided by Utility Management)

Capital Improvement Categories:	Estimated Project Year					Totals
	2025	2026	2027	2028	2029	
Annual Sewer Inspection and Cleaning	\$125,000	\$125,000	\$125,000	\$125,000	\$125,000	\$625,000
Malone / Brauning Area Sewer Rehabilitation	200,000					200,000
Astor / Slack Area Sewer Rehabilitation	200,000					200,000
Lucks/Retton Area Sewer Rehabilitation	175,000					175,000
Baldwin/Santa Cruz Area Sewer Rehabilitation		200,000				200,000
Eastshire Area, Phase 1 Sewer Rehabilitation		175,000				175,000
Eastshire Area, Phase 2 Sewer Rehabilitation		60,000				60,000
Ardele/Carrousel Dr South Area Sewer Rehabilitation			210,000			210,000
White Butterfly/Prior Area Sewer Rehabilitation			350,000			350,000
Crestview/Glencrest Area Sewer Rehabilitation				180,000		180,000
Brookside Park Sewer Rehabilitation, Ph 1				800,000		800,000
Brookside Park Sewer Rehabilitation, Ph 2				400,000		400,000
Lancaster/Wind River Area Sewer Rehabilitation					75,000	75,000
Ludlow Area Sewer Rehabilitation, Ph 2					170,000	170,000
Manhole Rehabilitation					400,000	400,000
Subtotal	700,000	560,000	685,000	1,505,000	770,000	4,220,000
Less: Capital funded with cash on hand (1)	(500,000)	(500,000)	(500,000)	(500,000)	(500,000)	(2,500,000)
Total rate funded capital improvements	<u>\$200,000</u>	<u>\$60,000</u>	<u>\$185,000</u>	<u>\$1,005,000</u>	<u>\$270,000</u>	1,720,000
Divided by: 5 Years						5
Average Annual Rate Funded Capital Improvements						<u>\$344,000</u>

'(1) Assumes that the Utility allocates \$500,000 annually for capital improvements using existing cash on hand, and therefore, these funds are not included in the rate calculation.

(Subject to the attached letter dated November 7, 2024)
(Preliminary - Subject to Change)
(Internal Use Only)

REYNOLDSBURG (OHIO) MUNICIPAL SEWAGE WORKS

ESTIMATED ANNUAL CASH OPERATING EXPENSES

(See Explanation of Adjustments 6 - 7)

Operating Expense Category:	<u>2023 Actual</u>	<u>Adjustment</u>	<u>Ref.</u>	<u>Estimated 2025 Budget</u>
Personnel costs	\$507,445	\$61,199	(1)	\$568,644
Materials and supplies	39,704	22,107	(2)	61,811
Contractual services	184,407			184,407
Sewer treatment contract	5,406,895	610,979	(3)	6,017,874
Repairs and maintenance	59,478	52,287	(4)	111,765
Utilities	7,392			7,392
Insurance	4,750			4,750
Changes in assets and liabilities	<u>365,932</u>			<u>365,932</u>
Subtotal:	<u>\$6,576,003</u>	<u>\$746,572</u>		7,322,575
Plus: Allowance for inflation and contingencies			(5)	<u>377,068</u>
Estimated Annual Cash Operating Expenses				<u>\$7,699,643</u>

(Continued on next page)

(Subject to the attached letter dated November 7, 2024)

(Preliminary - Subject to Change)

(Internal Use Only)

REYNOLDSBURG (OHIO) MUNICIPAL SEWAGE WORKS

(Cont'd)

ESTIMATED ANNUAL CASH OPERATING DISBURSEMENTS

(Explanation of Adjustments)

Adjustment (1) - Personnel Costs

To adjust calendar year 2023 personnel costs to reflect the 2024 Budget that was adopted by the City, plus an additional 5% for increases in salaries and insurance premiums.

Personnel costs - 2024 Budget	\$541,566	
Times: estimated 5% increase	<u>105%</u>	
Estimated 2025 personnel costs		\$568,644
Less: 2023 actual personnel costs		<u>(507,445)</u>
Adjustment		<u><u>\$61,199</u></u>

Adjustment (2) - Materials and Supplies

To adjust calendar year 2023 materials and supplies to reflect a three-year historical average.

2021 materials and supplies	\$51,344	
2022 materials and supplies	94,384	
2023 materials and supplies	<u>39,704</u>	
Subtotal	\$185,432	
Divided by 3	<u>3</u>	
Subtotal		\$61,811
Less 2023 actual materials and supplies		<u>(39,704)</u>
Adjustment		<u><u>\$22,107</u></u>

Adjustment (3) - Sewer Treatment Contract

To adjust calendar year 2023 sewer treatment contract spending to reflect the actual Columbus treatment contract increase for 2024, plus the estimated contract increase for 2025.

2023 sewer treatment contract	\$5,406,895	
Times: estimated 5% increase for 2024	<u>105%</u>	
Estimated 2024 sewer treatment contract	\$5,677,240	
Times: 6% increase in treatment contract for 2025	<u>106%</u>	
Estimated 2025 sewer treatment contract		\$6,017,874
Less: 2023 actual sewer treatment contract		<u>(5,406,895)</u>
Adjustment		<u><u>\$610,979</u></u>

(Continued on next page)

(Subject to the attached letter dated November 7, 2024)

(Preliminary - Subject to Change)

(Internal Use Only)

REYNOLDSBURG (OHIO) MUNICIPAL SEWAGE WORKS

(Cont'd)

ESTIMATED ANNUAL CASH OPERATING DISBURSEMENTS
(Explanation of Adjustments)

Adjustment (4) - Repairs and Maintenance

To adjust calendar year 2023 repairs and maintenance to reflect a three-year historical average.

2021 repairs and maintenance	\$103,954	
2022 repairs and maintenance	171,863	
2023 repairs and maintenance	<u>59,478</u>	
Subtotal		\$335,295
Divided by 3		<u>3</u>
Subtotal		\$111,765
Less 2023 actual repairs and maintenance		<u>(59,478)</u>
Adjustment		<u><u>\$52,287</u></u>

Adjustment (5) - Unforeseen Contingencies and Inflation

To provide an allowance for unforeseen contingencies and future inflation.

Calendar year 2023 operating disbursements	\$6,576,003	
Less: changes in assets and liabilities	(365,932)	
Adjustments to calendar year 2023 operating disbursements	746,572	
Less: personnel cost adjustment	(61,199)	
Less: sewer treatment contract adjustment	<u>(610,979)</u>	
Sub-total		\$6,284,465
Times inflation allowance (two years at 3%)		<u>6.00%</u>
Adjustment		<u><u>\$377,068</u></u>

(Subject to the attached letter dated November 7, 2024)
(Preliminary - Subject to Change)
(Internal Use Only)

REYNOLDSBURG (OHIO) MUNICIPAL SEWAGE WORKS

ESTIMATED ANNUAL REVENUE REQUIREMENTS **AND ANNUAL OPERATING REVENUES** **(Amounts rounded to the nearest \$100)**

	<u>Adjusted Operating Budget</u>		<u>Estimated 2025 Operating Budget</u>
<u>Revenue Requirements:</u>			
Estimated operating expenses	\$7,699,600 (1)		\$8,764,500 (2)
Proposed 2024 Capital Facilities Bonds Pledge (3)	355,800		355,800
Capital improvements (4)	<u>344,000</u>		<u>344,000</u>
 Total Annual Revenue Requirements	 8,399,400		 9,464,300
 Less licenses and permits (2023 actual)	 (3,000)		 (3,000)
Less front foot charges (5)	<u>(7,500)</u>		<u>(7,500)</u>
 Net Annual Revenue Requirements	 <u><u>\$8,388,900</u></u>		 <u><u>\$9,453,800</u></u>
 <u>Annual Revenues:</u>			
Sewer fees (5)	\$7,105,000		\$7,105,000
Capital improvement fees (5)	<u>380,000</u>		<u>380,000</u>
 Total Available Revenue	 <u><u>\$7,485,000</u></u>		 <u><u>\$7,485,000</u></u>
 Additional Revenue Required	 <u><u>\$903,900</u></u>		 <u><u>\$1,968,800</u></u>
 Approximate Across-The-Board Increase In Present Rates and Charges	 <u><u>12%</u></u>		 <u><u>26%</u></u>
 Change in Average Monthly Residential Bill (Current Bill \$45.48)	 <u><u>\$5.46</u></u>		 <u><u>\$11.82</u></u>
 Approximate Average Residential Monthly Bill (4,000 gallons)	 <u><u>\$50.94</u></u>		 <u><u>\$57.30</u></u>

(1) See pages 5 through 7.

(2) Assumes the 2024 Budgeted operating costs plus a 6% increase to the sewer treatment contract and 3% increases in all other operating costs.

(3) Assumes the maximum annual debt service for the sewer portion of the proposed Bonds per Baker Tilly Municipal Advisors analysis dated August 1, 2024.

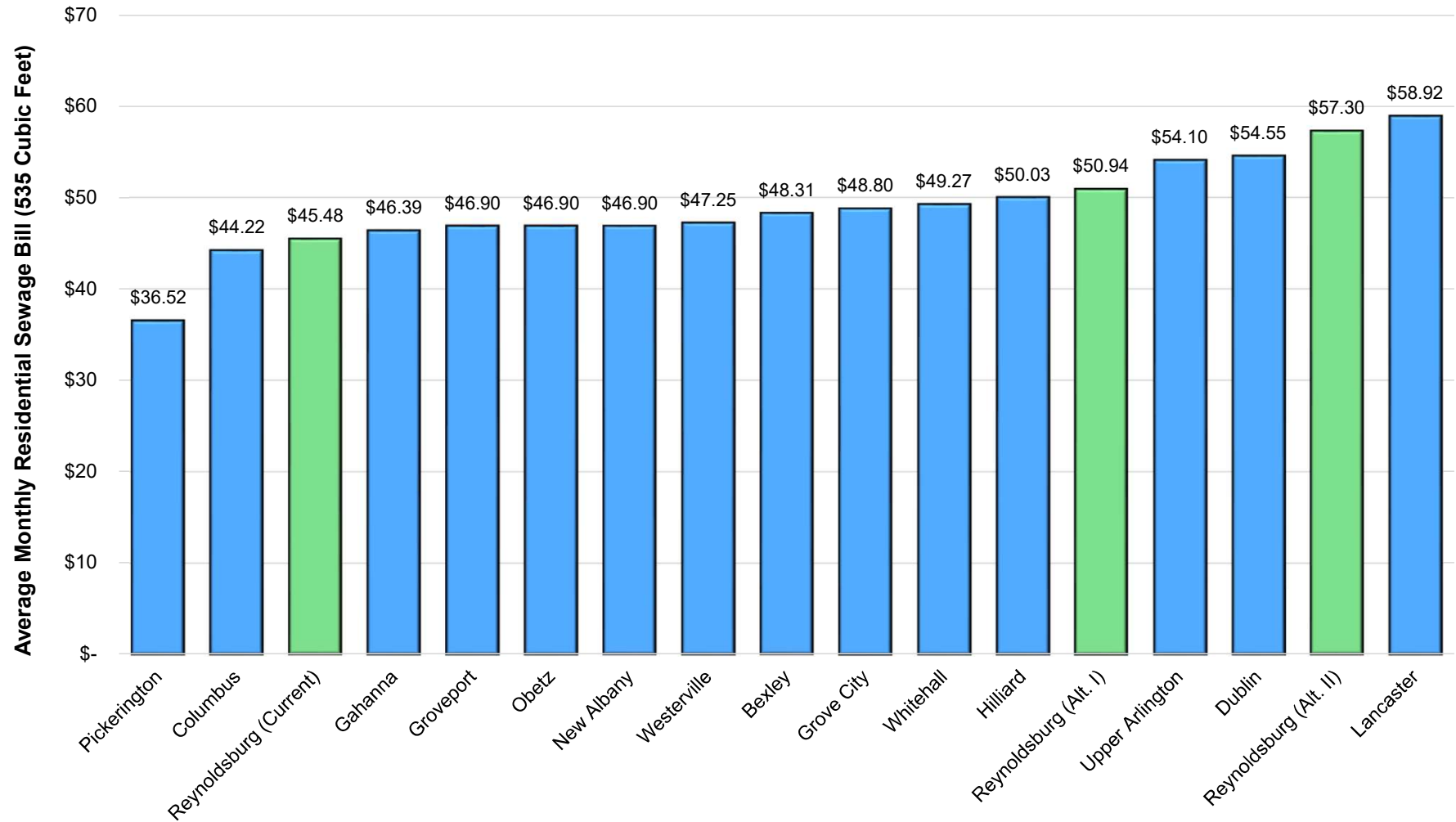
(4) Average annual capital improvements shown on page 5.

(5) Assumes the 2024 budget approved by the City. It is assumed that the sewer fees budget includes the 6% rate adjustment that was effective on January 1, 2024, and the capital improvement fees budget includes the 50% rate adjustment that was effective in August 2024.

(Subject to the attached letter dated November 7, 2024)
(Preliminary - Subject to Change)
(Internal Use Only)

REYNOLDSBURG (OHIO) MUNICIPAL SEWAGE WORKS

COMPARISON OF MONTHLY RESIDENTIAL SEWER BILLS WITH SURROUNDING AND SIMILAR-SIZED OHIO COMMUNITIES



(Subject to the attached letter dated November 7, 2024)

(Preliminary - Subject to Change)

(Internal Use Only)

This document is a letter sent to Reynoldsburg City Council from Baker Tilly Advisory Group to the City Council of Reynoldsburg, Ohio, regarding the water utility rate study ordered by Auditor Stephen Cicak.

Key points include:

1. **Historical Financial Data:** The document provides historical summaries of revenues, expenses, and cash balances from 2021 to 2023, showing trends and variances.
2. **Account Balances:** A comparison of account balances with recommended minimum balances as of December 31, 2023, indicating variances in the Water Fund, Bond and Interest Account, and Improvement Fund.
3. **Debt Service:** Details on the amortization schedule for \$485,000 in waterworks bonds issued in 2017, including principal and interest payments.
4. **5 Year Capital Improvement Plan:** An outline of planned capital improvements from 2025 to 2029, including specific projects like Waggoner Road Improvements and various water main replacements, with estimated costs.
5. **Operating Expenses:** Estimated annual cash operating expenses for 2025, including adjustments for personnel costs, materials, water treatment contracts, and repairs.
6. **Revenue Requirements:** Estimated annual revenue requirements and operating revenues for 2025, highlighting the need for additional revenue and potential rate increases.
7. **Rate Comparison:** A comparison of monthly residential water bills with surrounding and similar-sized Ohio communities, showing Reynoldsburg's current and projected average monthly bills.

The document emphasizes that the information is preliminary, subject to change, and intended for internal use only.



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: November 25, 2024

RE: A Motion to Reconsider Ordinance No. 63-2024 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

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 has come back to Council to correct the appropriation language.

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 unappropriated America Rescue Plan Act fund (206) to account number 206.000.5659 Miscellaneous Infrastructure.

SECTION 3. This Ordinance is deemed to be an emergency in order to distribute funding 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 25, 2024

RE: West Licking Fire District October 2024

APPROVALS:

Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

WEST LICKING FIRE STATIONS

Licking County, Ohio.

- Interstate
- US Route
- State Route
- Ramp
- Primary Road
- Secondary Road
- Trail



LOCATION MAP



Andrew J. Batstra
911 Systems Manager



Sean Brady
Director

The information and features on this map have been compiled from a variety of sources and are not guaranteed to be accurate. The user assumes all responsibility for the use of such information.

Filter statement

Filters

Alarm Date Range 10/1/24 to 10/31/24 | Is Locked true | Is Active true

Fire Index - Incident Type Breakdown

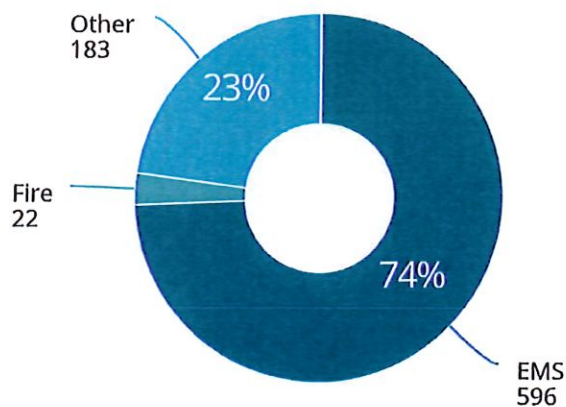
This measure comes from the ESO Fire Index. See national performance at: <https://www.eso.com/resources/fire-index/>

Count of Total Incidents & Exposures

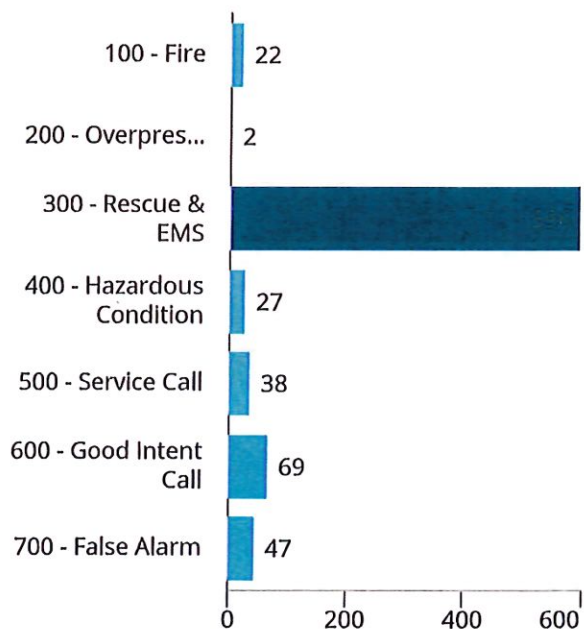
Count of Incidents

801

EMS/Fire Incident Breakdown



Count of Incidents by Incident Type



Filter statement

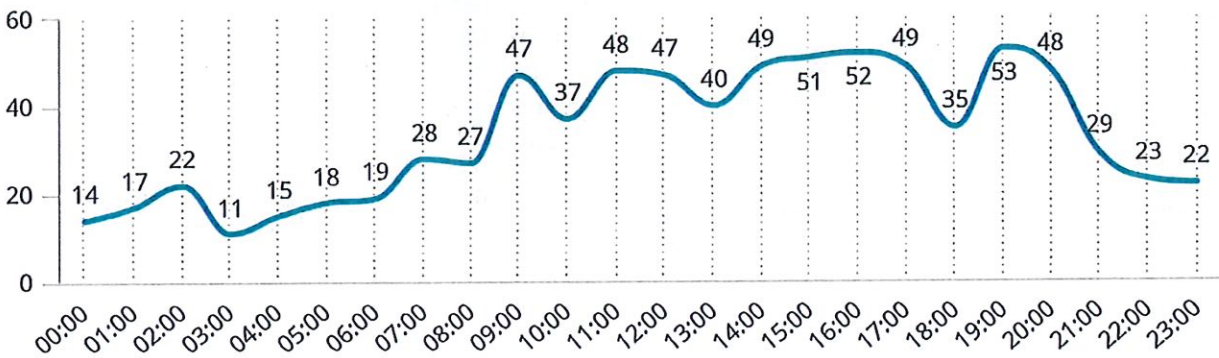
Filters Alarm Date Range 10/1/24 to 10/31/24 | Is Locked true | Is Active true

Fire Resources - Personnel and Units

Total Incidents

Count of Incidents
801

Call Volume over Time



Fire Resources - Personnel and Units (call volume) Nov 12, 2024 11:43:01 AM [Fire Incidents](#)

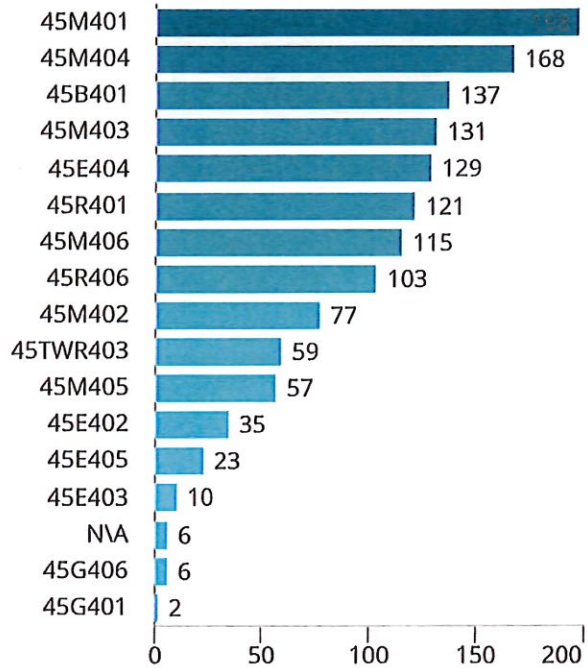
Filter statement

Filters **Alarm Date Range** 10/1/24 to 10/31/24 | **Is Locked** true | **Is Active** true

Breakdown of Calls by Unit

Unit Name	Percentage of Calls	Averag
45B401	17.23%	
45E402	4.40%	
45E403	1.26%	
45E404	16.23%	
45E405	2.89%	
45M401	24.91%	
45M402	9.69%	
45M403	16.48%	
45M404	21.13%	
45M405	7.17%	
45M406	14.47%	
45R401	15.22%	
45R406	12.96%	
45TWR403	7.42%	

Count of Calls by Unit



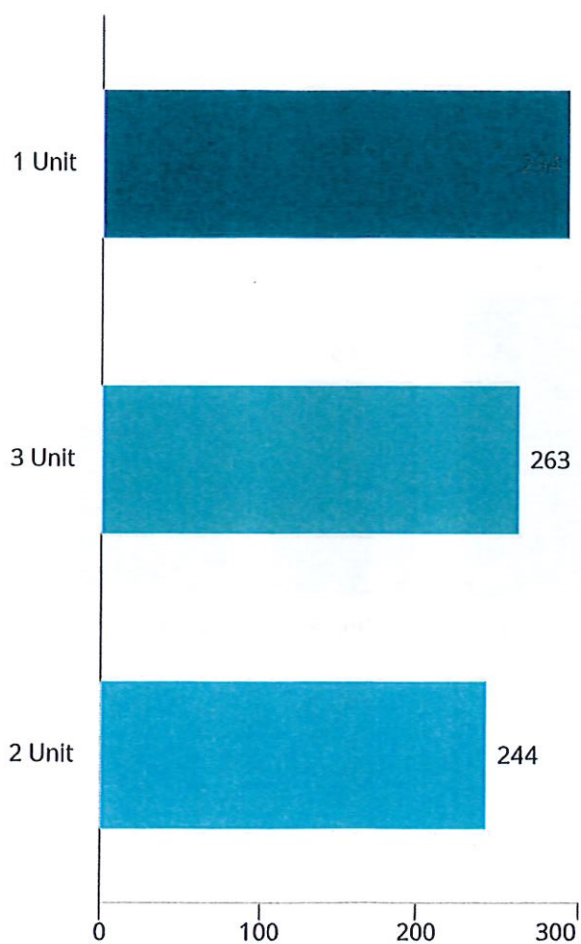
Filter statement

Filters

Alarm Date Range 10/1/24 to 10/31/24 | Is Locked true | Is Active true

Fire Incident Count

Incident Count by Shift



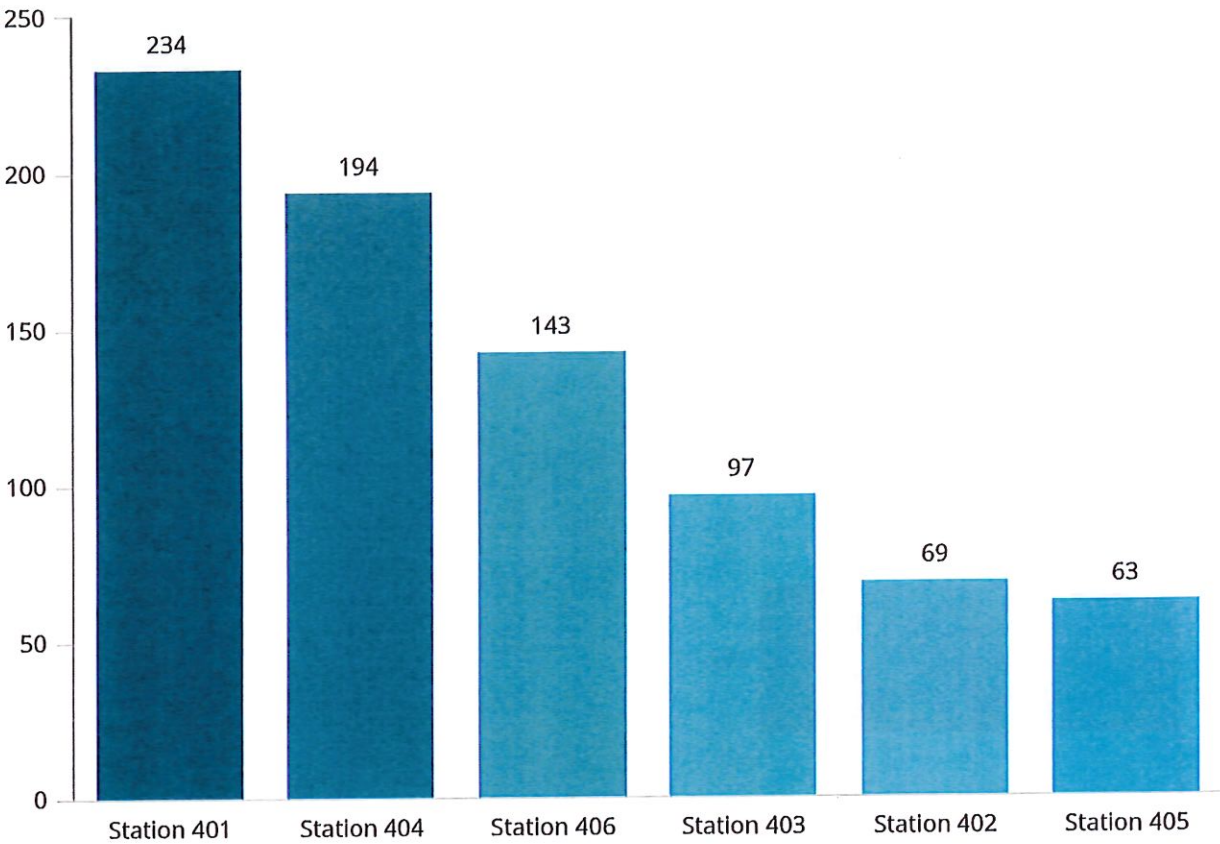
Count of Total Incidents

Count of Incidents
801

Filter statement

Filters Alarm Date Range 10/1/24 to 10/31/24 | Is Locked true | Is Active true

Incident Count by Station



Transports by Destination and Turnaround Time Nov 12, 2024 11:46:18 AM EMS

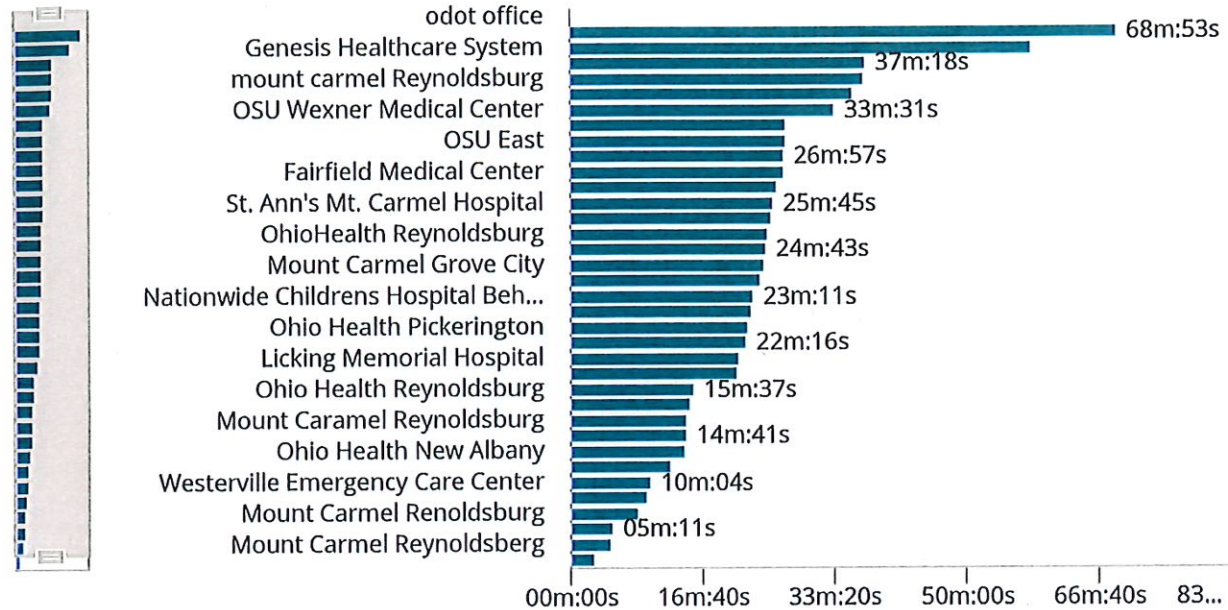
Filter statement

Filters

Dispatch Date Range 10/1/24 to 10/31/24 | Is Locked true | Is Active true

[1 more...](#)

Deestination Location by Turnaround Time



Filter statement

Filters Dispatch Date Range 10/1/24 to 10/31/24 | Is Locked true | Is Active true [1 more...](#)

Call Count

Total Number Of Patients

388

Transports by Destination and Turnaround Time Nov 12, 2024 11:46:18 AM EMS

Filter statement

Filters

Dispatch Date Range 10/1/24 to 10/31/24 | Is Locked true | Is Active true

[1 more...](#)

Count and Percentage of Incidents at each Destination

Destination Location Name	Count of Incidents	Percent of Incidents	Me
Mount Carmel East Hospital	186	48.56%	
Licking Memorial Hospital	74	19.32%	
Ohio Health Pickerington Emergency Care Center	42	10.97%	
Mount Carmel Reynoldsburg	36	9.40%	
Nationwide Children's Hospital	28	7.31%	
OSU Wexner Medical Center	8	2.09%	
St. Ann's Mt. Carmel Hospital	3	0.78%	
Ohio Health Reynoldsburg	3	0.78%	
Mount Carmel New Albany	2	0.52%	
Ohio Health New Albany	1	0.26%	
Grand Total	383	100.00%	



Overlapping EHR Incidents Worksheet

Oldest Date	10/1/2024
Newest Date	11/6/2024
Overlapping Incidents	677
Total Incidents	801
Percent of Calls Overlapping	85%

Incident Number	Time in Dispatched	Time in Call Closed	Unit	Dispos	Overlapping
2024-00006589	10/1/2024 2:03	10/1/2024 2:10			
2024-00006590	10/1/2024 6:36	10/1/2024 6:58			0
2024-00006591	10/1/2024 7:35	10/1/2024 8:20			0
2024-00006592	10/1/2024 9:18	10/1/2024 9:25			0
2024-00006593	10/1/2024 9:26	10/1/2024 10:13			0
2024-00006594	10/1/2024 10:40	10/1/2024 11:24			0
2024-00006595	10/1/2024 11:18	10/1/2024 11:19			1
2024-00006596	10/1/2024 13:10	10/1/2024 13:13			0
2024-00006597	10/1/2024 13:37	10/1/2024 14:20			0
2024-00006598	10/1/2024 14:26	10/1/2024 15:08			0
2024-00006599	10/1/2024 14:57	10/1/2024 16:26			1
2024-00006600	10/1/2024 15:58	10/1/2024 17:08			1
2024-00006601	10/1/2024 16:34	10/1/2024 17:31			1
2024-00006602	10/1/2024 16:36	10/1/2024 17:03			2
2024-00006603	10/1/2024 17:42	10/1/2024 18:35			0
2024-00006604	10/1/2024 18:33	10/1/2024 18:57			1
2024-00006605	10/1/2024 19:18	10/1/2024 20:10			0
2024-00006606	10/1/2024 19:22	10/1/2024 19:57			1
2024-00006607	10/1/2024 20:22	10/1/2024 20:58			0
2024-00006608	10/1/2024 20:42	10/1/2024 21:20			1
2024-00006609	10/1/2024 22:10	10/1/2024 22:24			0
2024-00006610	10/1/2024 22:49	10/1/2024 23:34			0
2024-00006611	10/2/2024 1:06	10/2/2024 1:28			0
2024-00006612	10/2/2024 1:40	10/2/2024 1:53			0
2024-00006613	10/2/2024 5:46	10/2/2024 6:07			0
2024-00006614	10/2/2024 9:48	10/2/2024 10:02			0
2024-00006615	10/2/2024 12:07	10/2/2024 12:45			0
2024-00006616	10/2/2024 12:30	10/2/2024 13:52			1
2024-00006617	10/2/2024 12:32	10/2/2024 13:35			2
2024-00006618	10/2/2024 13:28	10/2/2024 13:51			2
2024-00006619	10/2/2024 13:33	10/2/2024 13:53			3
2024-00006620	10/2/2024 14:13	10/2/2024 14:23			0
2024-00006621	10/2/2024 15:45	10/2/2024 15:47			0
2024-00006622	10/2/2024 16:20	10/2/2024 17:18			0
2024-00006623	10/2/2024 17:02	10/2/2024 18:12			1
2024-00006624	10/2/2024 17:56	10/2/2024 18:47			1
2024-00006625	10/2/2024 18:13	10/2/2024 18:37			1
2024-00006626	10/2/2024 19:57	10/2/2024 20:00			0
2024-00006627	10/2/2024 20:11	10/2/2024 20:57			0
2024-00006628	10/2/2024 21:00	10/2/2024 21:17			0
2024-00006629	10/2/2024 21:26	10/2/2024 21:46			0
2024-00006630	10/2/2024 22:09	10/2/2024 22:22			0
2024-00006631	10/3/2024 6:10	10/3/2024 7:04			0
2024-00006632	10/3/2024 9:22	10/3/2024 10:38			0
2024-00006633	10/3/2024 9:24	10/3/2024 10:20			1
2024-00006634	10/3/2024 9:28	10/3/2024 9:41			2



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: November 25, 2024

RE: An Ordinance to Approve the Final Plat Plan for the M/I Homes Development at Spring Hill Farm Phases 4A, 4B, and 5

APPROVALS:

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

AN ORDINANCE TO APPROVE THE FINAL PLAT PLAN FOR THE M/I HOMES DEVELOPMENT AT SPRING HILL FARM PHASES 4A, 4B & 5

WHEREAS, Matt Kirk of EMH&T, has submitted the Spring Hill Farm final plat for Section 4, Parts A & B and Section 5 for approval of 124 lots; and

WHEREAS, the Planning and Zoning Board met on November 7, 2024 to review and approve the additional development plan for Spring Hill Farm, Section 4, Parts A & B and Section 5.

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

SECTION 1: That Phases 4 & 5 Plat for Spring Hill Farm, particularly described as follows, be approved:

Situated in the State of Ohio, County of Franklin, City of Reynoldsburg, and in Section 5, Township 16, Range 20, Refugee Lands, containing 124 lots being comprised of a part of the tract of land conveyed to M/I HOMES OF CENTRAL OHIO, LLC.

SECTION 2: That the City Engineer has certified Spring Hill Farm meets all requirements.

SECTION 3: That said plats for Spring Hill Farm are attached as Exhibit A and are made a part herein.

SECTION 4: That upon adoption by Council, this Ordinance shall be in effect thirty days following signature by the Mayor.

October 24, 2024

Planning and Zoning Board
City of Reynoldsburg
7232 E. Main Street
Reynoldsburg, OH 43068

RE: Spring Hill Farms Subdivision Section 4 Part A; Final Plat Application

Planning and Zoning Board:

Below is the staff review of the above referenced Final Plat Application.

1. Project Summary

- a. **Site Summary:** The Spring Hill Farms Preliminary Plat was approved at the May 7th 2020 Planning Commission meeting with a total of 354 lots and +/- 118.2 acres. The applicant has submitted a Final Plat application for Spring Hill Farms Subdivision Section 4 Part A, which is a section of the Spring Hill Farms development. The 12.642-acre residential subdivision is zoned SR, Suburban Residential and consists of 2 parcels: 060-009329 and 060-009551. The subdivision is proposed to consist of 9.758 acres in lots, 2.432 acres in public rights-of-way, and 0.452 acres for Reserve "J". The residential subdivision is proposed to contain 55 lots and is located East of Waggoner Road and South of Griffin Drive.
- b. **Surrounding Zoning:** The surrounding zoning of the subject site consists of SR, Suburban Residential to the west, east, north, and south. The surrounding land uses consist of residential homes.
- c. **Applicant's Request:** The Applicant is seeking final plat approval for Spring Hill Subdivision Section 4 Part A.
- d. **Comprehensive Plan:** The 2018 Comprehensive Plan, upon which the current zoning code is based, states that the SR, Suburban Residential district "...should largely consist of single-family homes situated on medium-sized lots."

2. Project Review

- a. The lot dimensions, right-of-ways, layout, setbacks, and open space configurations are consistent with the approved major site plan and preliminary plat.

3. Recommendation

- a. Staff recommends approval for Spring Hill Farms Subdivision Section 4A.

Offices

MEMO

1495 Old Henderson Rd.
Columbus, Ohio 43220
614-459-6992
Fax: 614-459-6987
Toll Free: 866-277-0600

422 North Broad St.
Lancaster, Ohio 43130
740-385-2140

507 Main Street
Suite 203
Zanesville, Ohio 43701
740-450-1640

DATE: October 29, 2024
TO: Mr. Eric Meyer, Director of Development
FROM: Edgil Williams
SUBJECT: Re-Review of PLAT for SPRING HILL FARM SECTION 4 PART A

On behalf of the City of Reynoldsburg, Sands Decker conducted a review of the Plat for **Spring Hill Farm Section 4 Part A**. The following summarizes our review comments with respect to this development.

1. Summary

- a. The 12.642 +/- acre residential subdivision is zoned SR – Suburban Residential and is consistent with the surrounding SR zoned properties.
- b. Currently under agricultural use, the site is proposed to be developed with 55 single-family lots, and one Reserve.
- c. Open Space is being platted in Reserve “J” at 0.452 acres, identified for Drainage Easement.
- d. Reserves shall be owned and maintained by Home Owner Association for this subdivision.

2. Plat Review

- a. Sheet 2 of 2: Identifies a 20-foot-wide easement onto Spring Hill Farm Section 3 Part A, PB 132, P 98. Please ensure this easement exists on Section 3 plat and does not require replatting. **Item has been addressed**
- b. Sheet 2 of 2: Drainage Easements are shown around perimeter and fall outside of the platted areas. **Item has been addressed**
- c. Sheet 2 of 2: Please provide legend of symbols for monument, iron pin, mag nail, etc, on this sheet as well. **Item has been addressed**
- d. The applicant is seeking final plat approval for Spring Hill Farm Section 4 Part A.
- e. The lot dimensions, rights-of way, layout, setbacks, and open space configuration appear to be consistent with the approved major site plan and preliminary plat.
- f. On sheet 1 of 2: revise the signature line for “Charman, Planning Commission” to “Chairman, Planning and Zoning Board”. **Item has been addressed**
- g. On sheet 1 of 2: Add a signature line for the “Director of Public Service”. **Item has been addressed**

Reynoldsburg

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

*All Applications are submitted in person,
through mail or the Building Department by
email at: permit@reynoldsburg.gov

*Please know that an application will not be
processed until payment has been received.

App./Case#: _____

Date Submitted: _____

Fee Amount: _____

PLANNING AND ZONING BOARD LAND SUBDIVISION AND PLAT APPLICATION

☐ Paid: _____

Property Address/Name of Plat:

SPRING HILL FARM SECTION 4 PART A

Description of Location:

EAST OF WALLOWAY ROAD, SOUTH OF GRIFFIN DRIVE

Parcel ID#(s):

060-009329, 060-009551

Number of Lots:

55

Complete Where Applicable:

Engineer/Surveyor: EMH+T

Builder/Developer:

M/E HOMES OF CENTRAL OHIO, LLC

I. PROPERTY OWNER OF RECORD

Property Owner Name(s):

M/E HOMES OF CENTRAL OHIO, LLC

Property Owner Address:

4131 WORTH AVENUE, SUITE 310, COLUMBUS, OHIO, 43219

II. APPLICANT INFORMATION

Applicant Name:

SAME AS PROPERTY OWNER

Applicant Address:

Applicant Phone Number:

614-418-8000

Applicant Email:

JFRANCIS@MCHOMES.COM

☒ Property Owner ☐ Business Owner/Tenant ☐ Contractor ☐ Architect/Engineer ☐ Owner's Consent Attached.

III. PROJECT TYPE

☐ Subdivision without
Plat (lot split)
(\$200 Residential/\$250
Non-Residential)

☐ Preliminary Plat
(\$750 + \$50 per lot
All Districts)

☐ Preliminary Plat
Extension
(\$50 All Districts)

☒ Final Plat
(\$500 All Districts)

☐ Plat Modification/Vacation
(\$500 All Districts) (includes
changes to approved
preliminary not expired, or
changes to approved final plat)

Applicant Signature: [Signature]

Date: 8/28/14

By signing this application, I certify that I am the owner of the property or the owner's agent, and that the work is authorized with the full knowledge of the owner.

OFFICE USE ONLY

Additional Notes:

Zoning Information

Zoning District: _____
☐ Olde Reynoldsburg District

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

Planning and Zoning Board Meeting

Date: _____

City Council Meeting

Date: _____

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

P&Z Administrator: _____

Date: _____

Clerk of Council: _____

Date: _____

SPRING HILL FARM SECTION 4 PART A

1
2

RESERVATION OF EASEMENTS OUTSIDE OF THE PLATTED AREA ACROSS DESIGNATED AREAS ON SPRING HILL FARM HOMEOWNERS ASSOCIATION INC, LAND

Certain areas designated "Easement" shown hereon outside of the 12.642 acres of land being platted as "Spring Hill Farm Section 4 Part A" are within lands located adjacent to "Spring Hill Farms Section 4 Part A" that are owned by **SPRING HILL FARM HOMEOWNERS ASSOCIATION INC.**, by deed of record in Instrument Number 202303310030785, Recorders Office, Franklin County, Ohio.

Easements are hereby reserved in, over and under areas designated on this plat as "Easement", for the construction, operation and maintenance of all public and quasi public utilities above and beneath the surface of the ground and, where necessary, for the construction, operation and maintenance of service connections to all adjacent lots and lands and for storm water drainage.

In Witness Whereof, **JASON FRANCIS**, President of **SPRING HILL FARM HOMEOWNERS' ASSOCIATION, INC.** has hereunto set his hand this ____ day of _____, 20__.

Signed and Acknowledged
In the presence of:

**SPRING HILL FARM HOMEOWNERS'
ASSOCIATION, INC.**

By _____
JASON FRANCIS, President

**STATE OF OHIO
COUNTY OF FRANKLIN ss:**

Before me, a Notary Public in and for said state, personally appeared **JASON FRANCIS**, President of **SPRING HILL FARM HOMEOWNERS' ASSOCIATION, INC.** who acknowledged the signing of the foregoing instrument to be his voluntary act and deed and the voluntary act and deed of said **SPRING HILL FARM HOMEOWNERS' ASSOCIATION, INC.** for the uses and purposes expressed herein.

In Witness Thereof, I have hereunto set my hand and affixed my official seal this ____ day of _____, 20__.

My commission expires _____
Notary Public, State of Ohio

Approved this ____ day of _____, 20__.

Chairman, Planning and Zoning Board,
Reynoldsburg, Ohio

Approved this ____ day of _____, 20__.

City Engineer,
Reynoldsburg, Ohio

Approved this ____ day of _____, 20__.

Director of Public Service,
Reynoldsburg, Ohio

Approved and accepted this ____ day of _____, 20__, by Ordinance No. _____ wherein all of Carr Place, Griffin Drive, Hilton Drive and Leroy Place dedicated hereon are accepted as such by the Council for the City of Reynoldsburg, Ohio.

City Clerk, Reynoldsburg, Ohio Mayor, Reynoldsburg, Ohio

Transferred this ____ day of _____, 20__.

Auditor, Franklin County, Ohio

Deputy Auditor, Franklin County, Ohio

Filed for record this ____ day of _____, 20__ at _____ M. Fee \$ _____

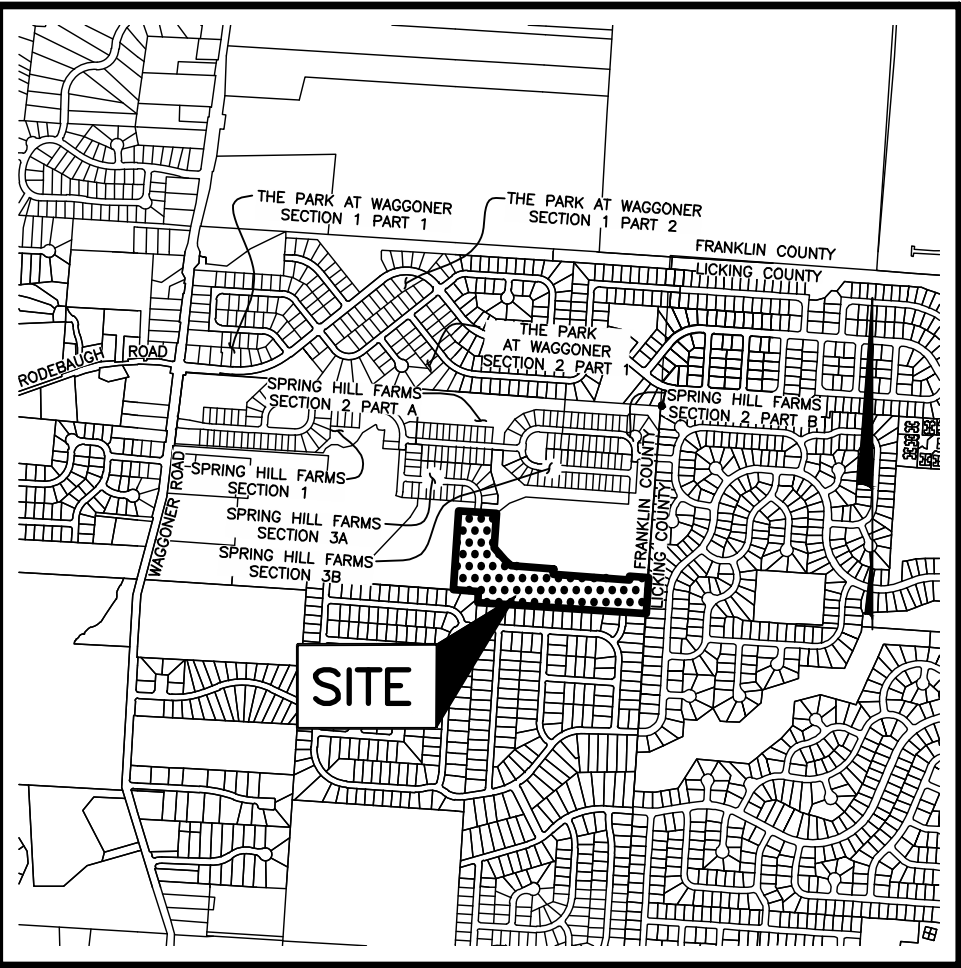
Recorder, Franklin County, Ohio

File No. _____

Recorded this ____ day of _____, 20__.

Deputy Recorder, Franklin County, Ohio

Plat Book _____, Pages _____



LOCATION MAP AND BACKGROUND DRAWING

NOT TO SCALE

SURVEY DATA:

BASIS OF BEARINGS: The bearings shown hereon are based on the Ohio State Plane Coordinate System, South Zone, NAD 83 (NSRS2007). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations of Franklin County Engineering Department monuments FRANK 48, GLENREST and FCGS 4408 RESET.

SOURCE OF DATA: The sources of recorded survey data referenced in the plan and text of this plat are the records of the Recorder's Office, Franklin County, Ohio.

IRON PINS: Iron pins, where indicated hereon, unless otherwise noted, are to be set and are iron pipes thirteen sixteenths inch inside diameter, thirty inches long with a plastic plug placed in the top end bearing the initials EMHT INC.

PERMANENT MARKERS: Permanent markers, where indicated hereon, are to be one-inch diameter, thirty-inches long, solid iron pins, are to be set to monument the points indicated, are to be set with the top end flush with the surface of the ground, and then capped with an aluminum cap stamped EMHT INC. Once installed, the top of the cap shall be marked (punched) to record the actual location of the point.

SURVEYED & PLATTED
BY

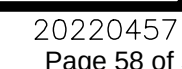


We do hereby certify that we have surveyed the above premises, prepared the attached plat, and that said plat is correct. All dimensions are in feet and decimal parts thereof.

- = Iron Pin (See Survey Data)
- = MAG Nail to be set
- ◎ = Permanent Marker (See Survey Data)

By _____ Date _____
Professional Surveyor No. 7865

Date



Marie Meeks

From: Lieutenant Schmidt <LTSchmidt@truotwp.org>
Sent: Friday, October 18, 2024 2:16 PM
To: Marie Meeks
Cc: Phoenix Buathier
Subject: Re: Spring Hill Farm Sections 4a, 4b, and 5

[NOTICE: This email originated outside of the City of Reynoldsburg.]

Ms. Meeks,

Good afternoon.

Everything looks good for the fire department.

Thanks,

Lieutenant Theo Schmidt, BS
Fire Prevention
Truro Township Fire Department
6305 E. Livingston Ave.
Reynoldsburg, Oh 43068
614-729-1921 (Office)
614-419-0188 (Cell)



"Our Community, Our Commitment"

From: Marie Meeks <mmeeks@reynoldsburg.gov>
Sent: Friday, October 18, 2024 12:55 PM
To: Lieutenant Schmidt <LTSchmidt@truotwp.org>
Cc: Phoenix Buathier <pbuathier@reynoldsburg.gov>
Subject: Spring Hill Farm Sections 4a, 4b, and 5

Good Afternoon,

I have attached updated Final Plat Applications for Spring Hill Farm Sections 4a, 4b, and 5. Please let me know if the Fire Department has any comments about these applications by October 28th.

If you have any questions please feel free to reach out. Thank you for your help!

Sincerely,

Marie Meeks

DEPARTMENT OF DEVELOPMENT

Planner I

—

City of Reynoldsburg

7232 East Main Street | Reynoldsburg, OH 43068

Zoning: 614-322-6850 | **Direct:** 614-322-6800 – ext. 6720

www.reynoldsburg.gov

Marie Meeks

From: Mark Riley
Sent: Thursday, October 24, 2024 10:50 AM
To: Marie Meeks
Subject: RE: Spring Hill Farm Sections 4a, 4b, and 5

No comments.

From: Marie Meeks <mmeeks@reynoldsburg.gov>
Sent: Friday, October 18, 2024 12:57 PM
To: Mark Riley <mriley@reynoldsburg.gov>
Cc: Phoenix Buathier <pbuathier@reynoldsburg.gov>
Subject: Spring Hill Farm Sections 4a, 4b, and 5

Good Afternoon,

I have attached updated Final Plat Applications for Spring Hill Farm Sections 4a, 4b, and 5. Please let me know if the Public Service Department has any comments about these applications by October 28th.

If you have any questions please feel free to reach out. Thank you for your help!

Sincerely,

Marie Meeks

DEPARTMENT OF DEVELOPMENT

Planner 1

—

City of Reynoldsburg

7232 East Main Street | Reynoldsburg, OH 43068

Zoning: 614-322-6850 | **Direct:** 614-322-6800 – ext. 6720

www.reynoldsburg.gov

October 25, 2024

Planning and Zoning Board
City of Reynoldsburg
7232 E. Main Street
Reynoldsburg, OH 43068

RE: Spring Hill Farms Subdivision Section 4 Part B; Final Plat Application

Planning and Zoning Board:

Below is the staff review of the above referenced Final Plat Application.

1. Project Summary

- a. **Site Summary:** The Spring Hill Farms Preliminary Plat was approved at the May 7th 2020 Planning Commission meeting with a total of 354 lots and +/- 118.2 acres. The applicant has submitted a Final Plat application for Spring Hill Farms Subdivision Section 4 Part B, which is a section of the Spring Hill Farms development. The 5.554-acre residential subdivision is zoned SR, Suburban Residential and consists of 3 parcels: 060-009329, 060-009404, and 060-00955. The subdivision is proposed to consist of 4.653 acres in lots and 0.901 acres in public rights-of-way. The residential subdivision is proposed to contain 24 lots and is located East of Waggoner Road and South of Griffin Drive.
- b. **Surrounding Zoning:** The surrounding zoning of the subject site consists of SR, Suburban Residential to the west, east, north, and south. The surrounding land uses consist of residential homes.
- c. **Applicant's Request:** The Applicant is seeking final plat approval for Spring Hill Subdivision Section 4 Part B.
- d. **Comprehensive Plan:** The 2018 Comprehensive Plan, upon which the current zoning code is based, states that the SR, Suburban Residential district "...should largely consist of single-family homes situated on medium-sized lots."

2. Project Review

- a. The lot dimensions, right-of-ways, layout, setbacks, and open space configurations are consistent with the approved major site plan and preliminary plat.

3. Recommendation

- a. Staff recommends approval for Spring Hill Farms Subdivision Section 4B.



Offices

MEMO

1495 Old Henderson Rd.
Columbus, Ohio 43220
614-459-6992
Fax: 614-459-6987
Toll Free: 866-277-0600

422 North Broad St.
Lancaster, Ohio 43130
740-385-2140

507 Main Street
Suite 203
Zanesville, Ohio 43701
740-450-1640

DATE: October 29, 2024
TO: Mr. Eric Meyer, Director of Development
FROM: Edgil Williams, Sands Decker
SUBJECT: Re-Review of PLAT for SPRING HILL FARM SECTION 4 PART B

On behalf of the City of Reynoldsburg, Sands Decker conducted a review of the Plat for **Spring Hill Farm Section 4 Part B**. The following summarizes our review comments with respect to this development.

1. Summary

- a. The Title Sheet identifies this as a 5.554 +/- acre residential subdivision and is zoned SR – Suburban Residential and is consistent with the surrounding SR zoned properties.
- b. Currently under agricultural use, the site is proposed to be developed with 24 single-family lots.

2. Plat Review

- a. Sheet 1 of 2: This sheet states the Plat is for 9.554 +/- acres, while sheet 2 states 5.554 +/- acres. Please revise the incorrect sheet. **CORRECTED TO 5.554 +/- acres.**
- b. Sheet 2 of 2: Please provide legend of symbols for monument, iron pin, mag nail, etc, on this sheet as well. **Item has been addressed.**
- c. The applicant is seeking final plat approval for Spring Hill Farm Section 4 Part B.
- d. The lot dimensions, rights-of way, layout, setbacks, and open space configuration appear to be consistent with the approved major site plan and preliminary plat.
- e. On sheet 1 of 2: revise the signature line for "Charman, Planning Commission" to "Chairman, Planning and Zoning Board". **Item has been addressed.**
- f. On sheet 1 of 2: Add a signature line for the "Director of Public Service". **Item has been addressed.**

Reynoldsburg

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

*All Applications are submitted in person,
through mail or the Building Department by
email at: permit@reynoldsburg.gov

*Please know that an application will not be
processed until payment has been received.

App./Case#: _____

Date Submitted: _____

Fee Amount: _____

PLANNING AND ZONING BOARD LAND SUBDIVISION AND PLAT APPLICATION

☐ Paid: _____

Property Address/Name of Plat:

SPRING HILL FARM SECTION 4 PART B

Description of Location:

EAST OF WAGGONER ROAD, SOUTH OF GRIFFIN DRIVE

Parcel ID#(s):

060-009329, 060-009404, 060-009551

Number of Lots:

24

Complete Where Applicable:

Engineer/Surveyor: EMH+T

Builder/Developer: M/I HOMES OF CENTRAL OHIO, LLC

I. PROPERTY OWNER OF RECORD

Property Owner Name(s):

M/I HOMES OF CENTRAL OHIO, LLC

Property Owner Address:

9131 WORTH AVENUE, SUITE 310, COLUMBUS, OHIO, 43219

II. APPLICANT INFORMATION

Applicant Name:

SAME AS PROPERTY OWNER

Applicant Address:

Applicant Phone Number:

614-418-8000

Applicant Email:

JFRANCIS@MIHOMES.COM

☒ Property Owner ☐ Business Owner/Tenant ☐ Contractor ☐ Architect/Engineer ☐ Owner's Consent Attached.

III. PROJECT TYPE

- ☐ Subdivision without Plat (lot split) (\$200 Residential/\$250 Non-Residential) ☐ Preliminary Plat (\$750 + \$50 per lot All Districts) ☐ Preliminary Plat Extension (\$50 All Districts) ☒ Final Plat (\$500 All Districts) ☐ Plat Modification/Vacation (\$500 All Districts) (includes changes to approved preliminary not expired, or changes to approved final plat)

Applicant Signature: [Signature]

Date: 8/28/24

By signing this application, I certify that I am the owner of the property or the owner's agent, and that the work is authorized with the full knowledge of the owner.

OFFICE USE ONLY

Additional Notes:

Planning and Zoning
Board Meeting

City Council Meeting

Zoning Information

Date: _____

Date: _____

Zoning District: _____

☐ Olde Reynoldsburg District

☐ Approved as Submitted

☐ Approved w/ Conditions

☐ Tabled

☐ Denied

☐ Approved as Submitted

☐ Submitted Approved

☐ w/ Conditions Tabled

☐ Denied

P&Z Administrator: _____

Date: _____

Clerk of Council: _____

Date: _____

SPRING HILL FARM SECTION 4 PART B

Situated in the State of Ohio, County of Franklin, City of Reynoldsburg, and in Section 5, Township 16, Range 20, Refugee Lands, containing 5.554 acres of land, more or less, said 5.554 acres being comprised of a part of each of those tracts of land conveyed to **M/I HOMES OF CENTRAL OHIO, LLC**, by deeds of record in Instrument Numbers 202403050021710, 202201260016289, 202201260016290, 202201260016291, 202106250111327, 202106250111328 and 202106250111329, Recorder's Office, Franklin County, Ohio.

The undersigned, **M/I HOMES OF CENTRAL OHIO, LLC**, an Ohio limited liability company, by **TIMOTHY C. HALL JR.**, Area President, owner of the lands platted herein, duly authorized in the premises, does hereby certify that this plat correctly represents its **"SPRING HILL FARM SECTION 4 PART B"**, a subdivision containing Lots numbered 221 to 244, both inclusive, does hereby accept this plat of same and dedicates to public use, as such, all of Dorothy Drive and Hilton Drive shown hereon and not heretofore dedicated.

Easements are hereby reserved in, over and under areas designated on this plat as "Easement" or "Drainage Easement", for the construction, operation and maintenance of all public and quasi public utilities above and beneath the surface of the ground and, where necessary, for the construction, operation and maintenance of service connections to all adjacent lots and lands and for storm water drainage. Within those areas designated "Drainage Easement" on this plat, an additional easement is hereby reserved for the purpose of constructing, operating and maintaining major storm water drainage swales and/or other storm water drainage facilities. No above grade structures, dams or other obstructions to the flow of storm water runoff are permitted within Drainage Easement areas as delineated on this plat unless approved by the Reynoldsburg City Engineer. Easement areas shown hereon outside of the platted area are within lands owned by the undersigned and easements are hereby reserved therein for the uses and purposes as expressed herein.

In Witness Whereof, **TIMOTHY C. HALL JR.**, Area President of **M/I HOMES OF CENTRAL OHIO, LLC**, has hereunto set his hand this ____ day of ____, 20__.

Signed and Acknowledged
In the presence of: **M/I HOMES OF CENTRAL OHIO, LLC**

By **TIMOTHY C. HALL JR.,**
Area President

STATE OF OHIO
COUNTY OF FRANKLIN ss:

Before me, a Notary Public in and for said State, personally appeared **TIMOTHY C. HALL JR.**, Area President of **M/I HOMES OF CENTRAL OHIO, LLC**, who acknowledged the signing of the foregoing instrument to be his voluntary act and deed and the voluntary act and deed of said **M/I HOMES OF CENTRAL OHIO, LLC**, for the uses and purposes expressed herein.

In Witness Whereof, I have hereunto set my hand and affixed my official seal this ____ day of ____, 20__.

My commission expires _____
Notary Public, _____ State of Ohio

Approved this ____ day of ____, 20__.

Chairman, Planning and Zoning Board,
Reynoldsburg, Ohio

Approved this ____ day of ____, 20__.

City Engineer,
Reynoldsburg, Ohio

Approved this ____ day of ____, 20__.

Director of Public Service,
Reynoldsburg, Ohio

Approved and accepted this ____ day of ____, 20__, by Ordinance No. _____ wherein all of Dorothy Drive and Hilton Drive dedicated hereon are accepted as such by the Council for the City of Reynoldsburg, Ohio.

City Clerk, Reynoldsburg, Ohio Mayor, Reynoldsburg, Ohio

Transferred this ____ day of ____, 20__.

Auditor, Franklin County, Ohio

Deputy Auditor, Franklin County, Ohio

Filed for record this ____ day of ____, 20__ at ____ M. Fee \$ _____

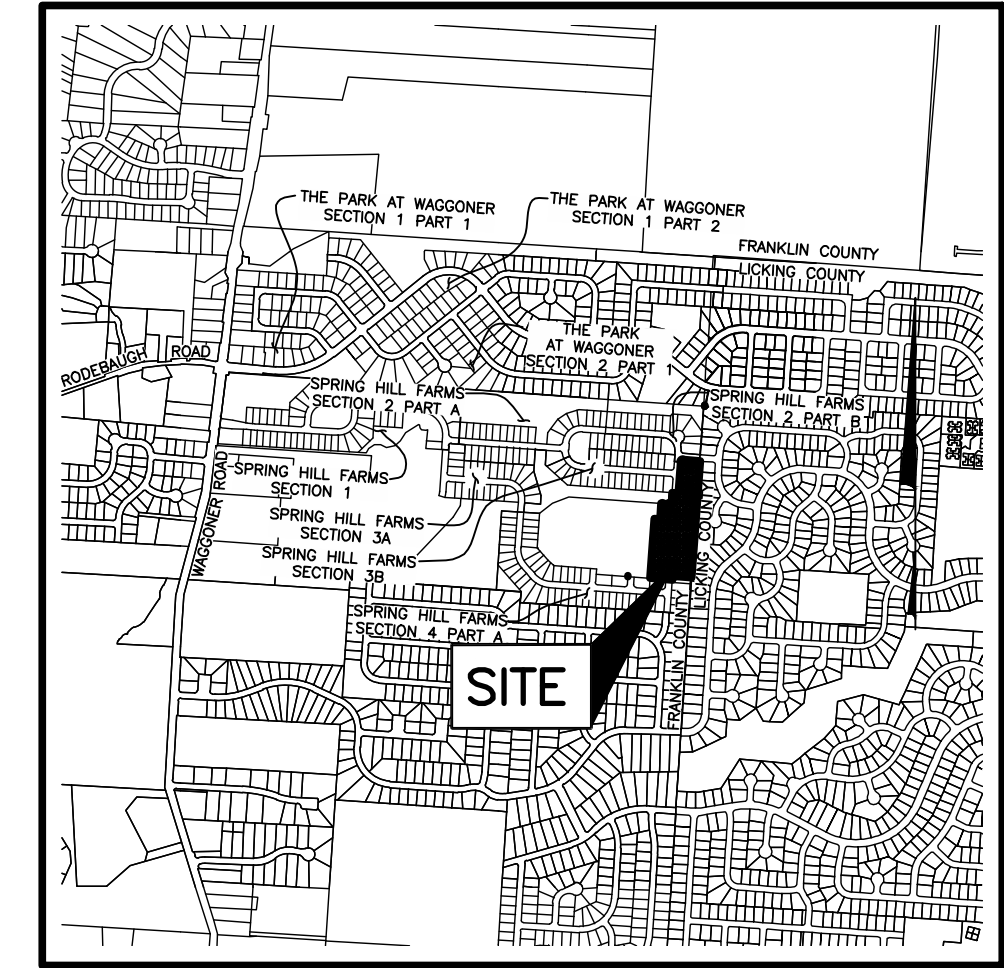
Recorder, Franklin County, Ohio

File No. _____

Recorded this ____ day of ____, 20__.

Deputy Recorder, Franklin County, Ohio

Plat Book ____, Pages _____



LOCATION MAP AND BACKGROUND DRAWING
NOT TO SCALE

SURVEY DATA:

BASIS OF BEARINGS: The bearings shown hereon are based on the Ohio State Plane Coordinate System, South Zone, NAD 83 (NSRS2007). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations of Franklin County Engineering Department monuments FRANK 48, GLENREST and FCGS 4408 RESET.

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SURVEYED & PLATTED
BY



We do hereby certify that we have surveyed the above premises, prepared the attached plat, and that said plat is correct. All dimensions are in feet and decimal parts thereof.

- = Iron Pin (See Survey Data)
- = MAG Nail to be set
- ⊙ = Permanent Marker (See Survey Data)

By _____ Date _____
Professional Surveyor No. 7865

SPRING HILL FARM SECTION 4 PART B

Legend

B.L. = Building Line
D.E. = Drainage Easement
Esmt = Easement

- ① Existing 20' D.E.
P.B. _____, P. _____
② Existing 10' Esmt
P.B. _____, P. _____
③ Existing 15' D.E.
P.B. _____, P. _____

Line Type Legend

- Existing Property Line
Existing R/W Line
Existing R/W Centerline
Existing Easement Line
Subdivision Boundary Line
Lot Line
R/W Line
R/W Centerline
Easement Line

NOTE "A": All of Spring Hill Farm Section 4 Part B is within Zone X (Areas determined to be outside 0.2% annual chance floodplain) as delineated on FEMA Flood Insurance Rate Map, for Franklin County, Ohio and Incorporated Areas, map number 39049C0356K with effective date of June 17, 2008.

NOTE "B" - ACREAGE BREAKDOWN:

Total acreage 5.554 Ac.
Acreage in lots 4.653 Ac.
Acreage in public rights-of-way 0.901 Ac.

NOTE "C" - ACREAGE BREAKDOWN: Spring Hill Farm Section 4 Part B is out of the following Franklin County Parcel Numbers:

060-009329 5.166 Ac.
060-009404 0.138 Ac.
060-009551 0.250 Ac.

NOTE "D": No vehicular access until such time as the public street right-of-way is extended and dedicated by plat or deed.

NOTE "E": The purpose of this plat is to show certain property, rights of way, and easement boundaries as of the time of platting. At the request of zoning and planning authorities at the time of platting, this plat shows some of the limitations and requirements of the zoning code in effect on the date of filing this plat for reference only. The limitations and requirements may change from time to time and should be reviewed to determine the then current applicable use and development limitations of the zoning code as adopted by the government authority having jurisdiction. The then applicable zoning code shall have control over conflicting limitations and requirements that may be shown on this plat. This note should not be construed as creating plat or subdivision restrictions, private use restrictions, covenants running with the land or title encumbrances of any nature, except to the extent specifically identified as such.

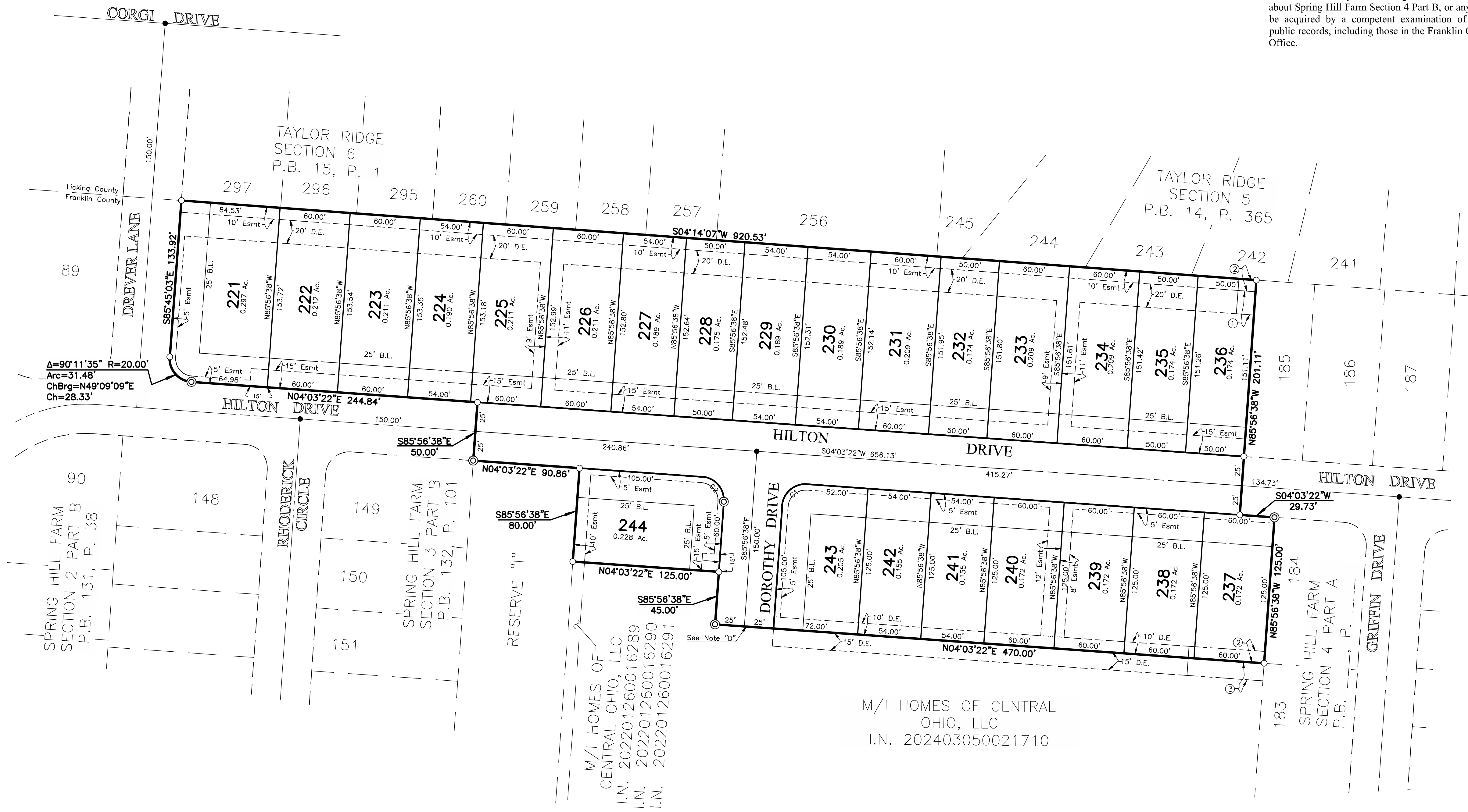
NOTE "F": At the time of platting, electric, cable, and telephone service providers have not issued information required so that easement areas, in addition to those shown on this plat as deemed necessary by these providers for the installation and maintenance of all of their main line facilities, could conveniently be shown on this plat. Existing recorded easement information about Spring Hill Farm Section 4 Part B, or any part thereof, can be acquired by a competent examination of the then current public records, including those in the Franklin County Recorder's Office.

SCALE: 1" = 50'



- = Iron Pin (See Survey Data)
● = MAG Nail to be set
⊙ = Permanent Marker (See Survey Data)

CURVE TABLE					
CURVE NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	90°00'00"	20.00'	31.42'	N 40°56'38" W	28.28'
C2	90°00'00"	20.00'	31.42'	N 49°03'22" E	28.28'



M/I HOMES OF CENTRAL OHIO, LLC
I.N. 202403050021710

SPRING HILL FARM
SECTION 4 PART A
P.B. _____, P. _____

GRiffin DRIVE

HILTON DRIVE

HILTON DRIVE

DOROTHY DRIVE

RESERVE "1"

SPRING HILL FARM
SECTION 3 PART B
P.B. 132, P. 101

RHODRICK CIRCLE

SPRING HILL FARM
SECTION 2 PART B
P.B. 131, P. 38

Marie Meeks

From: Lieutenant Schmidt <LTSchmidt@truotwp.org>
Sent: Friday, October 18, 2024 2:16 PM
To: Marie Meeks
Cc: Phoenix Buathier
Subject: Re: Spring Hill Farm Sections 4a, 4b, and 5

[NOTICE: This email originated outside of the City of Reynoldsburg.]

Ms. Meeks,

Good afternoon.

Everything looks good for the fire department.

Thanks,

Lieutenant Theo Schmidt, BS
Fire Prevention
Truro Township Fire Department
6305 E. Livingston Ave.
Reynoldsburg, Oh 43068
614-729-1921 (Office)
614-419-0188 (Cell)



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Cc: Phoenix Buathier <pbuathier@reynoldsburg.gov>
Subject: Spring Hill Farm Sections 4a, 4b, and 5

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If you have any questions please feel free to reach out. Thank you for your help!

Sincerely,

Marie Meeks

DEPARTMENT OF DEVELOPMENT

Planner I

—

City of Reynoldsburg

7232 East Main Street | Reynoldsburg, OH 43068

Zoning: 614-322-6850 | **Direct:** 614-322-6800 – ext. 6720

www.reynoldsburg.gov

Marie Meeks

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Sent: Thursday, October 24, 2024 10:50 AM
To: Marie Meeks
Subject: RE: Spring Hill Farm Sections 4a, 4b, and 5

No comments.

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Cc: Phoenix Buathier <pbuathier@reynoldsburg.gov>
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Sincerely,

Marie Meeks

DEPARTMENT OF DEVELOPMENT

Planner 1

—

City of Reynoldsburg

7232 East Main Street | Reynoldsburg, OH 43068

Zoning: 614-322-6850 | **Direct:** 614-322-6800 – ext. 6720

www.reynoldsburg.gov

October 23, 2024

Planning and Zoning Board
City of Reynoldsburg
7232 E. Main Street
Reynoldsburg, OH 43068

RE: Spring Hill Farms Subdivision Section 5; Final Plat Application

Planning and Zoning Board:

Below is the staff review of the above referenced Final Plat Application.

1. Project Summary

- a. **Site Summary:** The Spring Hill Farms Preliminary Plat was approved at the May 7th 2020 Planning Commission meeting with a total of 354 lots and +/- 118.2 acres. The applicant has submitted a Final Plat application for Spring Hill Farms Subdivision Section 5, which is a section of the Spring Hill Farms development. The 11.425-acre residential subdivision is zoned SR, Suburban Residential and consists of 2 parcels: 060-009329 and 060-009551. The subdivision is proposed to consist of 7.936 acres in lots, 2.248 acres in public rights-of-way, and 1.241 acres for Reserves “K” and “L”. The residential subdivision is proposed to contain 45 lots and is located East of Waggoner Road and South of Griffin Drive.
- b. **Surrounding Zoning:** The surrounding zoning of the subject site consists of SR, Suburban Residential to the west, east, north, and south. The surrounding land uses consist of residential homes.
- c. **Applicant’s Request:** The Applicant is seeking final plat approval for Spring Hill Subdivision Section 5.
- d. **Comprehensive Plan:** The 2018 Comprehensive Plan, upon which the current zoning code is based, states that the SR, Suburban Residential district “...should largely consist of single-family homes situated on medium-sized lots.”

2. Project Review

- a. The lot dimensions, right-of-ways, layout, setbacks, and open space configurations are consistent with the approved major site plan and preliminary plat.

3. Recommendation

- a. Staff recommends approval for Spring Hill Farms Subdivision Section 5.

Offices**MEMO**

1495 Old Henderson Rd.
Columbus, Ohio 43220
614-459-6992
Fax: 614-459-6987
Toll Free: 866-277-0600

422 North Broad St.
Lancaster, Ohio 43130
740-385-2140

507 Main Street
Suite 203
Zanesville, Ohio 43701
740-450-1640

DATE: October 29, 2024
TO: Mr. Eric Meyer, Director of Development
FROM: Edgil Williams, Sands Decker
SUBJECT: Re-Review of PLAT for SPRING HILL FARM SECTION 5

On behalf of the City of Reynoldsburg, Sands Decker conducted a review of the Plat for **Spring Hill Farm Section 5**. The following summarizes our review comments with respect to this development.

1. Summary

- a. The 11.425 +/- acre residential subdivision is zoned SR – Suburban Residential and is consistent with the surrounding SR zoned properties.
- b. Currently under agricultural use, the site is proposed to be developed with 45 single-family lots and two Reserve lots.
- c. Open Space is being platted in Reserve “K” at 1.045 acres, and in Reserve “L” at 0.196 acres. Both Reserves identified for Drainage Easement.
- d. Reserves shall be owned and maintained by Home Owner Association for this subdivision.

2. Plat Review

- a. Sheet 2 of 2: Please provide legend of symbols for monument, iron pin, mag nail, etc, on this sheet as well. **Item has been addressed**
- b. The applicant is seeking final plat approval for Spring Hill Farm Section 4 Part B.
- c. The lot dimensions, rights-of way, layout, setbacks, and open space configuration appear to be consistent with the approved major site plan and preliminary plat.
- d. On sheet 1 of 2: revise the signature line for “Charman, Planning Commission” to “Chairman, Planning and Zoning Board”. **Item has been addressed**
- e. On sheet 1 of 2: Add a signature line for the “Director of Public Service”. **Item has been addressed**

Reynoldsburg

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

*All Applications are submitted in person,
through mail or the Building Department by
email at: permit@reynoldsburg.gov

*Please know that an application will not be
processed until payment has been received.

App./Case#: _____

Date Submitted: _____

Fee Amount: _____

PLANNING AND ZONING BOARD LAND SUBDIVISION AND PLAT APPLICATION

☐ Paid: _____

Property Address/Name of Plat:

SPRING HILL FARM SECTION 5

Description of Location:

EAST OF WAGGONER ROAD, SOUTH OF GRIFPIN DRIVE

Parcel ID#(s):

060-009329, 060-009551

Number of Lots:

45

Complete Where Applicable:

Engineer/Surveyor: EMHAT

Builder/Developer: M/S HOMES OF CENTRAL OHIO, LLC

I. PROPERTY OWNER OF RECORD

Property Owner Name(s):

M/S HOMES OF CENTRAL OHIO, LLC

Property Owner Address:

II. APPLICANT INFORMATION

Applicant Name:

SAME AS PROPERTY OWNER

Applicant Address:

Applicant Phone Number:

614-418-7800

Applicant Email:

JFRANCO@MTHOMES.COM

☒ Property Owner ☐ Business Owner/Tenant ☐ Contractor ☐ Architect/Engineer ☐ Owner's Consent Attached.

III. PROJECT TYPE

☐ Subdivision without
Plat (lot split)
(\$200 Residential/\$250
Non-Residential)

☐ Preliminary Plat
(\$750 + \$50 per lot
All Districts)

☐ Preliminary Plat
Extension
(\$50 All Districts)

☒ Final Plat
(\$500 All Districts)

☐ Plat Modification/Vacation
(\$500 All Districts) (includes
changes to approved
preliminary not expired, or
changes to approved final plat)

Applicant Signature: [Signature]

Date: 8/20/24

By signing this application, I certify that I am the owner of the property or the owner's agent, and that the work is authorized with the full knowledge of the owner.

OFFICE USE ONLY

Additional Notes:

Zoning Information

Zoning District: _____
☐ Olde Reynoldsburg District

Planning and Zoning Board Meeting

Date: _____

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

City Council Meeting

Date: _____

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

P&Z Administrator: _____

Date: _____

Clerk of Council: _____

Date: _____

SPRING HILL FARM SECTION 5

1
2

RESERVATION OF EASEMENTS OUTSIDE OF THE PLATTED AREA ACROSS DESIGNATED AREAS ON SPRING HILL FARM HOMEOWNERS ASSOCIATION INC, LAND

Certain areas designated "Easement" shown hereon outside of the 11.425 acres of land being platted as "Spring Hill Farm Section 5" are within lands located adjacent to "Spring Hill Farms Section 5" that are owned by **SPRING HILL FARM HOMEOWNERS ASSOCIATION INC**, by deed of record in Instrument Number 202303310030785, Recorders Office, Franklin County, Ohio.

Easements are hereby reserved in, over and under areas designated on this plat as "Easement", for the construction, operation and maintenance of all public and quasi public utilities above and beneath the surface of the ground and, where necessary, for the construction, operation and maintenance of service connections to all adjacent lots and lands and for storm water drainage.

In Witness Whereof, **JASON FRANCIS**, President of **SPRING HILL FARM HOMEOWNERS' ASSOCIATION, INC.** has hereunto set his hand this ____ day of _____, 20__.

Signed and Acknowledged
In the presence of:

**SPRING HILL FARM HOMEOWNERS'
ASSOCIATION, INC.**

By _____
JASON FRANCIS, President

**STATE OF OHIO
COUNTY OF FRANKLIN ss:**

Before me, a Notary Public in and for said state, personally appeared **JASON FRANCIS**, President of **SPRING HILL FARM HOMEOWNERS' ASSOCIATION, INC.** who acknowledged the signing of the foregoing instrument to be his voluntary act and deed and the voluntary act and deed of said **SPRING HILL FARM HOMEOWNERS' ASSOCIATION, INC.** for the uses and purposes expressed herein.

In Witness Thereof, I have hereunto set my hand and affixed my official seal this ____ day of _____, 20__.

My commission expires _____ Notary Public, State of Ohio _____

Approved this ____ day of _____, 20__.

Chairman, Planning and Zoning Board,
Reynoldsburg, Ohio

Approved this ____ day of _____, 20__.

City Engineer,
Reynoldsburg, Ohio

Approved this ____ day of _____, 20__.

Director of Public Service,
Reynoldsburg, Ohio

Approved and accepted this ____ day of _____, 20__, by Ordinance No. _____ wherein all of Carr Place, Dorothy Drive and Leroy Place dedicated hereon are accepted as such by the Council for the City of Reynoldsburg, Ohio.

City Clerk, _____ Reynoldsburg, Ohio Mayor, _____ Reynoldsburg, Ohio

Transferred this ____ day of _____, 20__.

Auditor, Franklin County, Ohio

Deputy Auditor, Franklin County, Ohio

Filed for record this ____ day of _____, 20__ at _____ M. Fee \$ _____

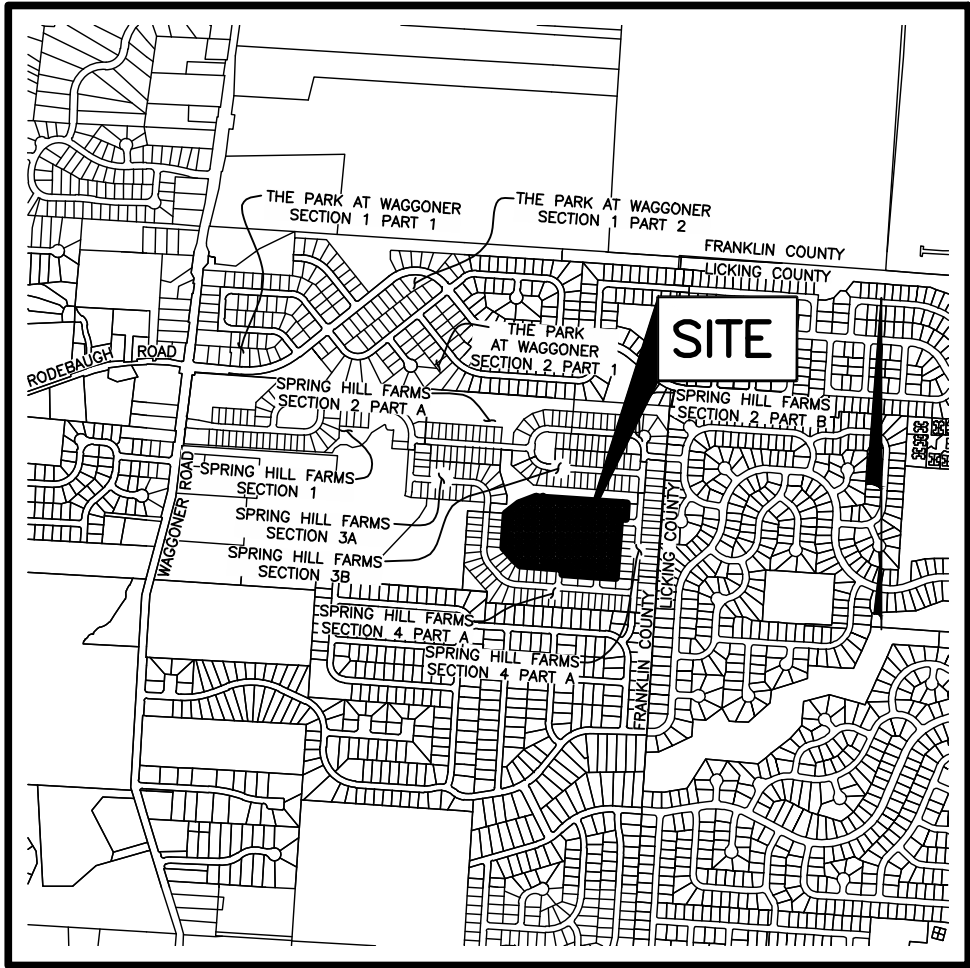
Recorder, Franklin County, Ohio

File No. _____

Recorded this ____ day of _____, 20__.

Deputy Recorder, Franklin County, Ohio

Plat Book _____, Pages _____



LOCATION MAP AND BACKGROUND DRAWING

NOT TO SCALE

SURVEY DATA:

BASIS OF BEARINGS: The bearings shown hereon are based on the Ohio State Plane Coordinate System, South Zone, NAD 83 (NSRS2007). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations of Franklin County Engineering Department monuments FRANK 48, GLENREST and FCGS 4408 RESET.

SOURCE OF DATA: The sources of recorded survey data referenced in the plan and text of this plat are the records of the Recorder's Office, Franklin County, Ohio.

IRON PINS: Iron pins, where indicated hereon, unless otherwise noted, are to be set and are iron pipes thirteen sixteenths inch inside diameter, thirty inches long with a plastic plug placed in the top end bearing the initials EMHT INC.

PERMANENT MARKERS: Permanent markers, where indicated hereon, are to be one-inch diameter, thirty-inches long, solid iron pins, are to be set to monument the points indicated, are to be set with the top end flush with the surface of the ground, and then capped with an aluminum cap stamped EMHT INC. Once installed, the top of the cap shall be marked (punched) to record the actual location of the point.

SURVEYED & PLATTED
BY



We do hereby certify that we have surveyed the above premises, prepared the attached plat, and that said plat is correct. All dimensions are in feet and decimal parts thereof.

- = Iron Pin (See Survey Data)
- = MAG Nail to be set
- ⊙ = Permanent Marker (See Survey Data)

By _____ Professional Surveyor No. 7865 Date _____

Situated in the State of Ohio, County of Franklin, City of Reynoldsburg, and in Section 5, Township 16, Range 20, Refugee Lands, containing 11.425 acres of land, more or less, said 11.425 acres being comprised of a part of each of those tracts of land conveyed to **M/I HOMES OF CENTRAL OHIO, LLC**, by deeds of record in Instrument Numbers 202403050021710, 202201260016289, 202201260016290 and 202201260016291, Recorder's Office, Franklin County, Ohio.

The undersigned, **M/I HOMES OF CENTRAL OHIO, LLC**, an Ohio limited liability company, by **TIMOTHY C. HALL JR.**, Area President, owner of the lands platted herein, duly authorized in the premises, does hereby certify that this plat correctly represents its **"SPRING HILL FARM SECTION 5"**, a subdivision containing Lots numbered 245 to 289, both inclusive, and areas designated as Reserve "K" and Reserve "L", does hereby accept this plat of same and dedicates to public use, as such, all of Carr Place, Dorothy Drive and Leroy Place shown hereon and not heretofore dedicated.

Easements are hereby reserved in, over and under areas designated on this plat as "Easement" or "Drainage Easement", for the construction, operation and maintenance of all public and quasi public utilities above and beneath the surface of the ground and, where necessary, for the construction, operation and maintenance of service connections to all adjacent lots and lands and for storm water drainage. Within those areas designated "Drainage Easement" on this plat, an additional easement is hereby reserved for the purpose of constructing, operating and maintaining major storm water drainage swales and/or other storm water drainage facilities. No above grade structures, dams or other obstructions to the flow of storm water runoff are permitted within Drainage Easement areas as delineated on this plat unless approved by the Reynoldsburg City Engineer. Easement areas shown hereon outside of the platted area are within lands owned by the undersigned and easements are hereby reserved therein for the uses and purposes as expressed herein.

In Witness Whereof, **TIMOTHY C. HALL JR.**, Area President of **M/I HOMES OF CENTRAL OHIO, LLC**, has hereunto set his hand this ____ day of _____, 20__.

Signed and Acknowledged
In the presence of:

**M/I HOMES
OF CENTRAL OHIO, LLC**

By _____
**TIMOTHY C. HALL JR.,
Area President**

**STATE OF OHIO
COUNTY OF FRANKLIN ss:**

Before me, a Notary Public in and for said State, personally appeared **TIMOTHY C. HALL JR.**, Area President of **M/I HOMES OF CENTRAL OHIO, LLC**, who acknowledged the signing of the foregoing instrument to be his voluntary act and deed and the voluntary act and deed of said **M/I HOMES OF CENTRAL OHIO, LLC**, for the uses and purposes expressed herein.

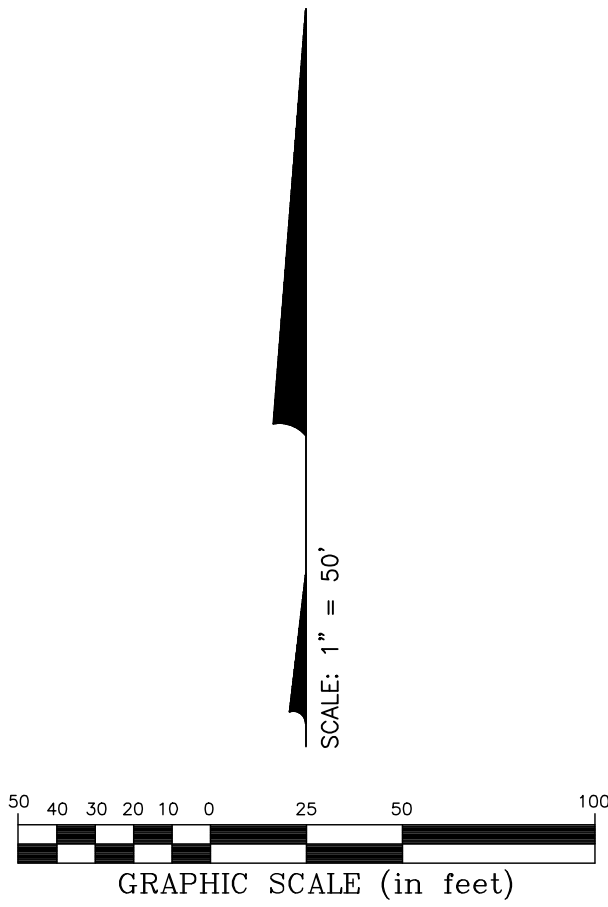
In Witness Thereof, I have hereunto set my hand and affixed my official seal this ____ day of _____, 20__.

My commission expires _____ Notary Public, _____ State of Ohio _____

SPRING HILL FARM SECTION 5

2
2

CURVE TABLE					
CURVE NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	180°00'00"	125.00'	392.70'	S 04°03'22" W	250.00'
C2	180°00'00"	100.00'	314.16'	S 04°03'22" W	200.00'
C3	90°00'00"	20.00'	31.42'	N 40°56'38" W	28.28'
C4	90°00'00"	20.00'	31.42'	N 49°03'22" E	28.28'
C5	90°00'00"	20.00'	31.42'	N 40°56'38" W	28.28'
C6	7°48'32"	150.00'	20.44'	S 82°02'22" E	20.43'
C7	19°27'19"	150.00'	50.93'	S 68°24'27" E	50.69'
C8	17°32'29"	150.00'	45.92'	S 49°54'33" E	45.74'
C9	16°15'37"	150.00'	42.57'	S 33°00'30" E	42.43'
C10	16°15'37"	150.00'	42.57'	S 16°44'53" E	42.43'
C11	17°32'29"	150.00'	45.92'	S 00°09'10" W	45.74'
C12	16°15'37"	150.00'	42.57'	S 17°03'13" W	42.43'
C13	19°27'19"	150.00'	50.93'	S 34°54'41" W	50.69'
C14	17°32'29"	150.00'	45.92'	S 53°24'35" W	45.74'
C15	19°27'19"	150.00'	50.93'	S 71°54'29" W	50.69'
C17	90°00'00"	20.00'	31.42'	S 49°03'22" W	28.28'
C18	90°00'00"	20.00'	31.42'	N 40°56'38" W	28.28'
C19	90°00'00"	20.00'	31.42'	S 49°03'22" W	28.28'
C20	12°25'13"	150.00'	32.52'	S 87°50'45" W	32.45'



- = Iron Pin (See Survey Data)
● = MAG Nail to be set
⊙ = Permanent Marker (See Survey Data)

Legend

B.L. = Building Line
D.E. = Drainage Easement
Esmt = Easement

- Existing 10' Esmt P.B. _____ P.
- Existing 15' D.E. P.B. _____ P.
- Existing 15' D.E. P.B. _____ P.
- Existing 15' Esmt P.B. _____ P.
- Existing 20' Esmt P.B. _____ P.
- Existing 20' Esmt P.B. 132, P. 101

Ⓐ N85°56'38"W
50.00'
Ⓑ S04°03'22"W
15.00'

NOTE "A": All of Spring Hill Farm Section 5 is within Zone X (Areas determined to be outside 0.2% annual chance floodplain) as delineated on FEMA Flood Insurance Rate Map, for Franklin County, Ohio and Incorporated Areas, map number 39049C0356K with effective date of June 17, 2008.

NOTE "B" - ACREAGE BREAKDOWN:
Total acreage 11.425 Ac.
Reserves "K" and "L" 1.241 Ac.
Acreage in lots 7.936 Ac.
Acreage in public rights-of-way 2.248 Ac.

NOTE "C" - ACREAGE BREAKDOWN: Spring Hill Farm Section 5 is out of the following Franklin County Parcel Numbers:

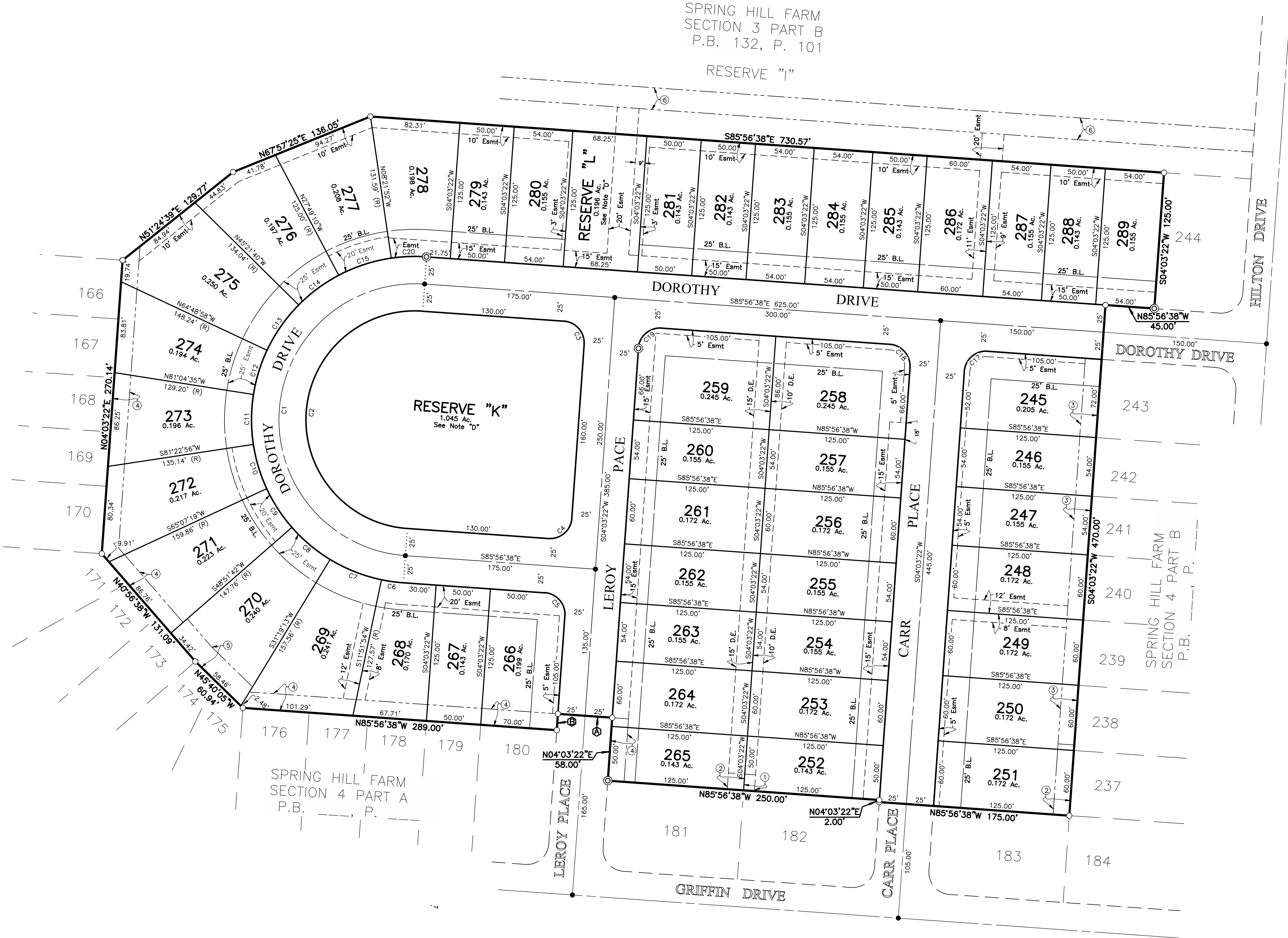
060-009329 11.196 Ac.
060-009551 0.229 Ac.

NOTE "D" - RESERVES "K" AND "L": Reserves "K" and "L", as designated and delineated hereon, shall be owned and maintained by an association comprised of the owners of the fee simple titles to the lots in the Spring Hill Farm subdivisions for the purpose of open space storm/water facilities.

NOTE "E": The purpose of this plat is to show certain property, rights of way, and easement boundaries as of the time of platting. At the request of zoning and planning authorities at the time of platting, this plat shows some of the limitations and requirements of the zoning code in effect on the date of filing this plat for reference only. The limitations and requirements may change from time to time and should be reviewed to determine the then current applicable use and development limitations of the zoning code as adopted by the government authority having jurisdiction. The then applicable zoning code shall have control over conflicting limitations and requirements that may be shown as on this plat. This note should not be construed as creating plat or subdivision restrictions, private use restrictions, covenants running with the land or title encumbrances of any nature, except to the extent specifically identified as such.

NOTE "F": At the time of platting, electric, cable, and telephone service providers have not issued information required so that easement areas, in addition to those shown on this plat as deemed necessary by these providers for the installation and maintenance of all of their main line facilities, could conveniently be shown on this plat. Existing recorded easement information about Spring Hill Farm Section 5, or any part thereof, can be acquired by a competent examination of the then current public records, including those in the Franklin County Recorder's Office.

- Line Type Legend
- Existing Property Line
 - Existing R/W Line
 - Existing R/W Centerline
 - Existing Easement Line
 - Subdivision Boundary Line
 - Lot Line
 - R/W Line
 - R/W Centerline
 - Easement Line



Marie Meeks

From: Lieutenant Schmidt <LTSchmidt@truotwp.org>
Sent: Friday, October 18, 2024 2:16 PM
To: Marie Meeks
Cc: Phoenix Buathier
Subject: Re: Spring Hill Farm Sections 4a, 4b, and 5

[NOTICE: This email originated outside of the City of Reynoldsburg.]

Ms. Meeks,

Good afternoon.

Everything looks good for the fire department.

Thanks,

Lieutenant Theo Schmidt, BS
Fire Prevention
Truro Township Fire Department
6305 E. Livingston Ave.
Reynoldsburg, Oh 43068
614-729-1921 (Office)
614-419-0188 (Cell)



"Our Community, Our Commitment"

From: Marie Meeks <mmeeks@reynoldsburg.gov>
Sent: Friday, October 18, 2024 12:55 PM
To: Lieutenant Schmidt <LTSchmidt@truotwp.org>
Cc: Phoenix Buathier <pbuathier@reynoldsburg.gov>
Subject: Spring Hill Farm Sections 4a, 4b, and 5

Good Afternoon,

I have attached updated Final Plat Applications for Spring Hill Farm Sections 4a, 4b, and 5. Please let me know if the Fire Department has any comments about these applications by October 28th.

If you have any questions please feel free to reach out. Thank you for your help!

Sincerely,

Marie Meeks

DEPARTMENT OF DEVELOPMENT

Planner I

—

City of Reynoldsburg

7232 East Main Street | Reynoldsburg, OH 43068

Zoning: 614-322-6850 | **Direct:** 614-322-6800 – ext. 6720

www.reynoldsburg.gov

Marie Meeks

From: Mark Riley
Sent: Thursday, October 24, 2024 10:50 AM
To: Marie Meeks
Subject: RE: Spring Hill Farm Sections 4a, 4b, and 5

No comments.

From: Marie Meeks <mmeeks@reynoldsburg.gov>
Sent: Friday, October 18, 2024 12:57 PM
To: Mark Riley <mriley@reynoldsburg.gov>
Cc: Phoenix Buathier <pbuathier@reynoldsburg.gov>
Subject: Spring Hill Farm Sections 4a, 4b, and 5

Good Afternoon,

I have attached updated Final Plat Applications for Spring Hill Farm Sections 4a, 4b, and 5. Please let me know if the Public Service Department has any comments about these applications by October 28th.

If you have any questions please feel free to reach out. Thank you for your help!

Sincerely,

Marie Meeks

DEPARTMENT OF DEVELOPMENT

Planner 1

—

City of Reynoldsburg

7232 East Main Street | Reynoldsburg, OH 43068

Zoning: 614-322-6850 | **Direct:** 614-322-6800 – ext. 6720

www.reynoldsburg.gov



**MINUTES REGULAR MEETING
REYNOLDSBURG PLANNING & ZONING BOARD
November 7, 2024**

CALL TO ORDER

ROLL CALL

PRESENT: Furst, Barnhart, Benner, Alabi, Kleckley, Ward, Brusk
ABSENT:

APPROVAL OF MINUTES

Planning & Zoning Board - Regular Meeting - 10/17/2024

Minutes stand approved

APPROVAL OF AGENDA

Agenda stands approved

SWEARING IN OF SPEAKERS

Speakers sworn in by Mr. Furst.

PUBLIC COMMENT

No public comment

UNFINISHED BUSINESS

**App#2024-0601; EMH&T for MI Homes of Central Ohio, LLC; Spring Hill Farm
- Final Plat Phase 4A**

Ms. Buathier read the staff report into the record.

No questions or further discussion from the board or the applicant.

Mr. Furst: I move that we accept this application as submitted.

Ms. Kleckley: I second.

RESULT:	Approved as submitted
MOVER:	Furst
SECONDER:	Kleckley
AYES:	Alabi, Barnhart, Benner, Brusk, Kleckley, Ward, Furst

**App#2024-0602; EMH&T for MI Homes of Central Ohio, LLC; Spring Hill Farm
- Final Plat Phase 4B**

Ms. Buathier read the staff report into the record.

No questions or further discussion from the board or the applicant.

Mr. Furst: I move that we accept this application as submitted.

Ms. Alabi: I second.

RESULT:	Approved as submitted
MOVER:	Furst
SECONDER:	Alabi
AYES:	Furst, Ward, Kleckley, Brusk, Benner, Barnhart, Alabi

**App#2024-0603; EMH&T for MI Homes of Central Ohio, LLC; Spring Hill Farm
- Final Plat Phase 5**

Ms. Buathier read the staff report into the record.

No questions or further discussion from the board or the applicant.

Mr. Furst: I move that we approve this application as submitted.

Mr. Benner: I second.

RESULT:	Approved as submitted
MOVER:	Furst
SECONDER:	Benner
AYES:	Alabi, Barnhart, Benner, Brusk, Kleckley, Ward, Furst

NEW BUSINESS

App#2024-0758; MI Homes of Central Ohio c/o Andrew Gottesman; Variance

Ms. Buathier read the staff report into the record.

Mr. Barkan explained that this has been a 15-month project where MI Homes has been working with staff on how to bring another great product to Reynoldsburg. They were also aware that there has not been a City of Reynoldsburg park on the far east side of the city. They are asking for a few variances, but the main reason is to preserve almost all the trees and create this park-like environment for the residences on the east side.

Mr. Benner appreciates the indepth explanation of all the variances. He is not a fan of 21ft townhomes, but with the housing shortage, we need it. He has no objections to what is going on with this application.

Ms. Barnhart asked why the 21ft townhomes.

Mr. Barkan explained that they initially started out creating this product as a way to become a more affordable market. They went to multiple cities in other states and decided 21 was the right number. Their City Collection branded houses at Grandview Yard are \$900,000, and they are 21ft. They felt that if they can go for that much that it is a good product. They felt it would just make it more expensive and not get more for the customer.

Ms. Barnhart asked about the lot depth.

Mr. Barken explained their single family homes are 120 ft, with a traditional front and backyard. These will have a walkup with a driveway in the back. They are trying to preserve the additional open space that includes pocket parks, a clubhouse, a pool, etc. If they gave the lots a little more depth, you would lose some lots and would only be gaining a little bit more of a driveway or a little front yard, so it wouldn't translate to usable space.

Mr. Barkan confirmed that all 280 are for sale, not for rent.

Mr. Meyer clarified that MI will be building the townhome portion and Metro Development will be building the 380 apartments.

Mr. Barkan looked at what was going to the north and south and tried to make it an appropriate transition with a park.

Ms. Barnhart asked if the plan for the trees on the western portion was to keep them. That is the plan, and they plan to give that area to the city so they can build a park. Mr. Meyer did confirm it is the city's intent to take ownership of the park and maintain it. The intent is to be similar to Pine Quarry Park where there are trails.

Ms. Barnhart asked if there was going to be access from the Taylor Woods neighborhood. There will not be access, but there will be access to the north from Maplewood and connection to the AMH development to the south.

Ms. Barnhart asked what school district this was and it is Licking Heights.

Mr. Barken talked about the streets and how the main traffic roads are all 26ft. The only 18ft roads are what they consider to be the alley. Ms. Barnhart asked about fire access. Staff did include in the packet that West Licking Fire is comfortable with this layout.

Mr. Furst confirmed that the applicant considered a number of different configurations for the development. He asked the applicant if these variances are the minimum necessary to accomplish their purpose and they are.

Ms. Alabi asked how the development is laid out if that was the only way they could provide the extra area for the park. This was the only layout to stay completely outside the trees.

Mr. Furst: Having considered the variance factors in section 1109.11D, I do move that we accept this application as submitted with the conditions outlined in the staff report. For clarity, that is acceptance of all the variances which are applied for.

Mr. Brusk: I second.

RESULT:	Approved
MOVER:	Furst
SECONDER:	Brusk
AYES:	Alabi, Barnhart, Benner, Brusk, Kleckley, Ward, Furst

**App#2024-0756; MI Homes of Central Ohio c/o Andrew Gottesman;
Preliminary Plat**

Ms. Buathier read the staff report into the record.

There are no objections to staff's comments from Mr. Barkan.

Mr. Furst: I move that we accept this application as submitted with the conditions outlined in the staff report.

Ms. Kleckley: I second.

RESULT:	Approved
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MOVER: Furst SECONDER: Kleckley AYES: Alabi, Barnhart, Benner, Brusk, Kleckley, Ward, Furst
--

OTHER BUSINESS

Parks and Public Service Facility

Service Director William Dorman gave the board a presentation on how the new Parks and Public Service Facility will look. The cost estimate is 27 million.

ADJOURNMENT

Planning and Zoning Administrator

Chairman



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: November 25, 2024

RE: An Ordinance Directing the Auditor's Office to Appropriate Funding for Streetscape Tree Removal and Replanting, and Declaring an Emergency

APPROVALS:

Joe Begeny
Stephen Cicak
Chris Shook
Mollie Prasher

EMERGENCY:

Single-read Emergency

REASON FOR EMERGENCY:

Grant Expiration Date

STAFF REPORT:

Requesting \$61,347.70 be unappropriated from the America Rescue Plan Act, fund account number 260.000.5659.

An Ordinance Directing the Auditor's Office to Appropriate Funding for Streetscape Tree Removal and Replanting, and Declaring an Emergency

WHEREAS, it has been determined that many streetscape trees along East Main Street and Taylor Road have been damaged and need to be replaced; and

WHEREAS, the funds for the tree removal will be provided through the unused America Rescue Plan Act funding; and

WHEREAS, the cost for the design of these improvements is \$61,347.70.

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

SECTION 1. That the Auditor's Office is directed to appropriate \$61,347.70 from the

unappropriated America Rescue Plan Act fund account number 206.000.5659 Miscellaneous Contracts.

SECTION 2. This Ordinance is deemed to be an emergency in order to distribute funding 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 25, 2024

RE: A Resolution Authorizing the City Auditor to Remove Equipment from the City's Fixed Asset List for the Parks and Recreation Department

APPROVALS:

Joe Begeny
Stephen Cicak
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

The removal of items from the fixed asset list is necessary due to issues such as rust and wiring, as well as the fact that the cost of repairs exceeds the current value of these assets. These items will be auctioned through GovDeals or disposed of appropriately.

Fixed Asset Tag Number:	1241	International Trailer VIN : 1ZFUF1824RB0021999
	1242	200 Gallon Water Trailer Serial Number: 58WE0180
	1342	Lely HR Fertilizer Spreader Serial Number: 10212-

1736

A RESOLUTION AUTHORIZING THE CITY AUDITOR TO REMOVE EQUIPMENT FROM THE CITY'S FIXED ASSET LIST FOR THE REYNOLDSBURG PARKS AND RECREATION DEPARTMENT

WHEREAS, the City of Reynoldsburg Parks and Recreation Department is requesting the disposal of two trailers and a fertilizer spreader; and

WHEREAS, the trucks being removed will be auctioned on GovDeals or, if not sold, disposed of for scrap/parts.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF

REYNOLDSBURG, OHIO:

SECTION 1. That the City Auditor be and is hereby authorized and directed to remove the following item from the City's Fixed Asset list:

<u>Tag #</u>	<u>Description of Item</u>	<u>VIN</u>
1241	international Trailer	1ZFUF182RB0021999
1242	Water Trailer	58WE0180
1342	Lely HR Fertilizer Spreader	10212-1736

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 25, 2024

RE: An Ordinance to Repeal and Replace Chapter 953 Water Charges of the Code for Ordinances for the City of Reynoldsburg, Ohio, and Declaring an Emergency

APPROVALS:

Joe Begeny
Chris Shook
Mollie Prasher

EMERGENCY:

3 read emergency

REASON FOR EMERGENCY:

in order to meet the January 1, 2025 effective date

STAFF REPORT:

The City of Columbus is raising water rates by 7%. The City of Reynoldsburg will not be increasing water rates above the 7% increase from Columbus. The general chapter is also be rewritten to address policy and procedural issues.

AN ORDINANCE TO REPEAL AND REPLACE CHAPTER 953 WATER CHARGES OF THE CODE OF ORDINANCES FOR THE CITY OF REYNOLDSBURG, OHIO, AND DECLARING AN EMERGENCY

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

SECTION 1. That Chapter 953 Water Charges of the Code of Ordinances for the City of Reynoldsburg be and is hereby repealed and replaced with Exhibit A.

SECTION 2. That this Ordinance shall be effective as of January 1, 2025 and declared as an emergency in order to meet the effective date following adoption by Council and the signature by the Mayor.

Utility Increase Comparison						
2025 Rate Increase						
Sewer Rate 2024	\$10.62	Recommended Rate / WD	NO Increase in 2025		2% increase	
			for Reynoldsburg		over Columbus	
Water Rate 2024	\$10.02		1% over Columbus Rate			
Increase from 2024 % Sewer		6.00%	\$11.26	7.00%	\$11.36	8.00%
Increase from 2024 % Water		7.00%	\$10.72	8.00%	\$10.82	9.00%
Based On Average Quarterly Usage		24000		24000		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

CHAPTER 953

Water Charges

953.01 Water rate schedule.

953.02 Surcharge outside City.

953.03 Service for fire protection; fee.

953.04 Charges billed quarterly; late payment penalty.

953.05 City exempt from charges.

953.06 Delinquent Bills

953.07~~6~~ Discontinuance of service; turn on, turn off charge.

~~953.07 Agents may collect water charges.~~

~~953.08 Contracts for collection.~~

953.08~~9~~ Special charges

953.09 Payment plan.

953.10 Water loss

953.11 Estimated bill

953.12~~0~~ Unpaid charges a lien.

CROSS REFERENCES

Weekly deposit of waterworks money collected - see Ohio R.C. 743.06

Water regulations - see S.U. & P.S. Ch. 949

953.01 WATER RATE SCHEDULE.

(a) Charges for water furnished by the municipally-owned water system shall be at the rate of nine dollars and forty-five cents (\$~~9.45~~10.62) per 1,000 gallons effective January 1, 202~~5~~1. (~~Ord. 28-91. Passed 2-25-91; Ord. 25-98. Passed 3-9-98; Ord. 126-2000. Passed 11-13-00; Ord. 118-04. Passed 11-22-04; Ord. 120-05. Passed 12-19-05. Ord. 89-06. Passed 12-11-06; Ord. 100-07. Passed 12-10-07; Ord. 75-08. Passed 11-24-08; Ord. 94-09. Passed 12-14-09; Ord. 109-10. Passed 12-13-10; Ord. 61-11. Passed 12-19-11; Ord. 89-12. Passed 12-10-12; Ord. 93-14. Passed 11-24-14; Ord. 118-15. Passed 12-21-15; Ord. 126-16. Passed 11-28-16; Ord. 147-17. Passed 12-11-17; Ord. 117-18. Passed 12-10-18; Ord. 133-19. Passed 12-9-19; Ord. 99-2020. Passed 12-7-20; Ord. 142-2021. Passed 12-6-21; Ord. 149-2022. Passed 12-5-22.~~)

(b) Before any water service is provided to any applicant for water service, who is not the owner of the premises, the applicant shall provide a deposit of one hundred ~~fifty~~ dollars (\$~~1050.00~~) for services.

(Ord. 95-82. Passed 11-8-82; Ord. 62-14. Passed 7-28-14; Ord. 114- 17. Passed 10-9-17.)

— (c) All water supplied to consumers by the City shall be metered, and each customer shall pay for said consumption as registered by the meter, or meter's on the customers line at the rate set by Council.

(de) For all premises where there are inside water meters and outside readers installed for the purpose of ascertaining the quantity of water consumed or supplied where variations exist between the readings on the outside readers and inside water meter, the reading of the inside water meter shall control over that of the outside reader.

(Ord. 114-89. Passed 9-25-89.)

953.02 SURCHARGE OUTSIDE CITY.

If the Director of Public Service determines that the cost of supplying water to customers outside the City's municipal boundary requires, or justifies a higher rate a charge not to exceed ten percent (10%) of the above may be added~~A fifty percent (50%) surcharge shall be added to the bill of all water users served by the City outside the limits of the City.~~

(Ord. 215-66. Passed 12-27-66.)

953.03 SERVICE FOR FIRE PROTECTION; FEE.

There shall be a permit cost for all property inside and outside of the corporate limits having unmetered fire line and/or sprinkler system connections with the City water system and such charge shall be seventy-five dollars (\$~~75.00~~) per quarter per line. These costs shall be paid with the quarterly metered water bills and under the same conditions. Installation and inspection shall be made under City supervision.

(Ord. 65-89. Passed 5-22-89.)

953.04 CHARGES BILLED QUARTERLY; LATE PAYMENT PENALTY.

Charges for water use shall be billed for one quarter of a year, however, the City reserves the right to bill on a pro-rata monthly basis when necessary. Charges are due and payable when rendered. If charges are paid after the twentieth day from the billing date, a penalty of \$10.00 ~~ten percent (10%)~~ shall be assessed.

~~In the event any consumer's bill remains unpaid for a period of thirty-five days from billing date, a penalty of ten dollars (\$10.00) for each door hanger shall be assessed.~~
Charges for water and sewer may be billed on the same statement.

(Ord. 41-81. Passed 5-26-81; Ord. 114-17. Passed 10-9-17.)

953.05 CITY EXEMPT FROM CHARGES.

The City shall be exempt from charges for water supplied or services rendered by the Municipally owned water system.

(Ord. 117-65. Passed 8-30-65.)

953.06 DELINQUENT BILLS

Charges accruing under the terms of this section shall be billed quarterly, on a date or date determined by the Public Service Director. Bills shall be due and payable on the date stated within, which shall not be less than fifteen days from the day the bill is sent. If not paid by the due date, the bill will be considered past due. When unpaid for a period of thirty-five days from the billing date the water service is subject to termination for nonpayment.

~~953.05 CITY EXEMPT FROM CHARGES.~~

~~The City shall be exempt from charges for water supplied or services rendered by the Municipally owned water system.~~

~~(Ord. 117-65. Passed 8-30-65.)~~

953.076 DISCONTINUANCE OF SERVICE.

(a) Turn-on, turn-off: In the event the account of any consumer remains unpaid for a period of thirty-five days from the billing date, the service ~~of such consumer~~ shall be discontinued by turning the ~~tap~~ valve off at the street curb box by an authorized representative of the ~~City's Water~~ Waste Water Department. A notice of the impending action shall be mailed to the consumer five days prior to the thirty-five day cut-off period. The water shall not be turned on again until all charges and penalties (\$50.00) have been paid. If such charges and penalties are paid prior to 1:00 ~~PMp.m.~~ on the date service is to be terminated, service shall be turned on the day of payment service will be reestablished. If payment is received aid after 31:00 PMp.m., service shall be reestablished the turned on the following next working day.

In the event off an emergency and water service needs to be reestablished after 1:00 PM, but prior to the next business day a seventy five dollars (\$75.00) after hours fee shall be charged and included to the customers next quarterly bill.

(Ord. 86-81. Passed 10-26-81.)

(b) If any user permits any waste of water or illegal diversion of water by unauthorized turn-on of water, fraud, or other violation of City ordinance or of the rules and regulations of the Director of Public Service, the service to such consumer shall be discontinued by turning the tap valve off at the street curb box by an authorized representative of the Water/Waste Water Department and a fee of two hundred dollars (\$200.00) plus a water loss calculation of 25,000 gallons at the current water rate schedule shall be assessed for this turn-off/turn-on action. The water shall not be turned on again until all charges, fees and penalties have been paid.

(Ord. 41-81. Passed 5-26-81; Ord. 114-17. Passed 10-9-17.)

953.07 AGENTS MAY COLLECT WATER CHARGES.

~~The Director of Public Service is hereby authorized to designate certain merchants in the City to collect the charges provided for in Sections 953.01 and 953.04.~~

~~(Ord. 49-70. Passed 6-22-70.)~~

953.08 CONTRACTS FOR COLLECTION.

~~The Director of Public Service is hereby authorized to enter into contracts for the collection of charges by agents as provided in Section 953.07. The contracts shall provide for compensation to the designated agent by the payer of the charge and shall further provide that the agent shall provide bond to the City in the amount of one thousand dollars (\$1,000) for faithful performance of the contract.~~

~~(Ord. 49-70. Passed 6-22-70.)~~

953.089 SPECIAL CHARGES.

The following charges shall be assessed for the specific special services furnished by the Water/Wastewater Department:

(a) No charge shall be made for each trip to turn off or turn on a service, if such action is requested by the account holder for service issues; i.e. service line repair, leaks, or other water issues during the hours of 8:00 a.m. to 4:00 p.m. If an after hour call out is required, the charge is seventyfive dollars (\$750.00) for each two hour call out.

(b) A charge of twenty dollars (\$20.00) shall be made to service a meter damaged by negligence, plus the cost of repair or a new meter if required.

(Ord. 65-89. Passed 5-22-89.)

(c) A charge of fifty dollars (\$50.00) shall be made to turn on a service that has been discontinued for nonpayment of a deposit.

(de) A charge of seventy five fifty dollars (\$75.00) shall be made to turn on a service that has been discontinued for nonpayment of a deposit (in the event off an emergency and water service needs to be reestablished after 1:00 PM, but prior to the next business day. \$50.00) shall be made to turn off and on a service that has been discontinued for nonpayment of a deposit. If the deposit and penalty are paid prior to 3:00 p.m. service shall be turned on the day of payment. If paid after 3:00 p.m., service shall be turned on the next working day.

._(ed) A charge of ten dollars (\$10.00) shall be charged for each additional trip required when arrangements are made to have a water meter hung and it cannot be hung due to the house being locked, plumbing not ready, the remote wire not run or remote reader not hung.

(Ord. 114-89. Passed 9-25-89.)

(fe) A charge of fifty dollars (\$50.00) shall be made to turn on a service that has been discontinued at the water street curb box valve for ~~non-payment~~non-payment in accordance with City Code Section 953.06.

(Ord. 114-17. Passed 10-9-17.)

953.09 PAYMENT PLAN.

A residential customer may request a payment plan be established with the City's Water Department based on their inability to pay their bill in full due to extenuating circumstances. If approved, the residential customer agrees to comply with all of the following:

1. Any/all outstanding fees shall be paid, as well as the current bill prior to the next billing cycles due date, and;
2. Said request are limited to one per year.

Additional payment plans shall not be approved if any previous request was found to be unsatisfactory.

953.10 WATER LOSS.

In the event of a leak, whereas the customer is able to provide support documentation (Invoice from a licensed plumber) to substantiate such claim, and where the total water loss was equal to, or exceeded one thousand (1,000) gallons, the Director of Public Service may offer the customer relief of the sewer charge portion only.

953.11 ESTIMATED BILL.

If a customer's water meter, or Meter Transceiver Units (MXU's) is not functioning properly it shall be replaced by the City's Water Department. If the City's Water Department is unable to reach the customer to make these repairs then the following will apply:

- (a) An estimated bill will be created given the City's inability to retrieve an accurate consumption reading; and
- (b) The estimated bill will utilize a consumption amount of forty thousand (40,000) gallons; and
- (c) Once the City's Water Department is able to make the necessary repairs, and obtain the actual consumption from the meter, a new bill will be calculated and any fees paid over and above this actual bill will be credited to the customers account.

953.120 UNPAID CHARGES A LIEN.

(a) Each charge levied by or pursuant to this chapter is hereby made a lien upon the corresponding lot, parcel of land, building or premises served by a connection to the

water main or line, and if the same is not paid, it shall be certified to the County Auditor who shall place the same on the tax duplicate of the County with the interest and penalties allowed by law, to be collected as other taxes are collected.

(Ord. 41-81. Passed 5-26-81.)

(b) It shall be a buyer and seller responsibility, where property is sold, to assure that a final reading of water consumption is made and provisions agreed to for payment; otherwise, the responsibility for payment for any water usage whatsoever shall be the responsibility of the current owners of such property.

(Ord. 114-89. Passed 9-25-89.)



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: November 25, 2024

RE: An Ordinance to Amend Chapter 958 Stormwater Charges, Section 958.06 Equivalent Residential Unit (ERU) of the Codified Ordinances for the City of Reynoldsburg, and Declaring an Emergency

APPROVALS:

Joe Begeny
Chris Shook
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

An Ordinance to Amend Chapter 958 Stormwater Charges, Section 958.06 Equivalent Residential Unit (ERU) of the Codified 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 958.06 Equivalent Residential Unit Assignment of Chapter 958 Stormwater Charges of the Codified Ordinances for the City of Reynoldsburg be and is hereby amended to read as follows:

958.06 EQUIVALENT RESIDENTIAL UNIT ASSIGNMENT.

For the purpose stated in this chapter, there is hereby charged to each Utility user and property, lot, parcel of land, building or premises (collectively "properties") situated within the corporate limits of the City that is tributary directly or indirectly to the stormwater system - Utility Service Charges determined, as provided in this section.

All properties having impervious areas within the City shall be assigned an Equivalent

Residential Unit (ERU), or a multiple thereof, which will be at a minimum one ERU.

All improved single-family residential properties are assigned one ERU. A flat rate will apply to all single-family residential properties. All improved single-family residential properties are determined to include impervious areas typical of a single-family residence.

All properties having an impervious area which are not improved single-family residential properties are to be assigned by the City Engineer an ERU multiple based upon the properties' estimated impervious areas (in square feet) divided by 2,530 square feet (one ERU). This division will be calculated to the second decimal place and rounded according to mathematical convention to the nearest whole ERU.

The Utility Service Charge is six dollars and fifty-eight (\$6.58) per month per Equivalent Residential Unit (ERU) which shall be effective from and after January 1, 2025.

SECTION 2. That existing Section 958.06 of Chapter 958 Stormwater Charges be and is hereby repealed and replaced.

SECTION 3. That this Ordinance is deemed to be an emergency to meet the effective January 1, 2025, following adoption by Council and the signature by the Mayor.



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: November 25, 2024

RE: An Ordinance Authorizing the Mayor to Accept Public Infrastructure Associated with the Eastwood Reserve Phase I Subdivision

APPROVALS:

Mollie Prasher
Joe Begeny
Chris Shook

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

AN ORDINANCE AUTHORIZING THE MAYOR TO ACCEPT PUBLIC INFRASTRUCTURE ASSOCIATED WITH THE EASTWOOD RESERVE PHASE 1 SUBDIVISION

WHEREAS, Eastwood Reserve Phase I has been platted and recorded with the Licking County Auditor and the as-built Civil Engineering plans have been reviewed and approved by the City's selected engineering firm; and

WHEREAS, that all public infrastructure associated with Eastwood Reserve Phase I 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: 12

Linear Feet of Sanitary Sewer: 8" pipe 2,530 linear feet

10" pipe 366 linear feet
12" pipe 302 linear feet
15" pipe 294 linear feet

Linear Feet of Domestic Water: 8" pipe 776 linear feet
12" pipe 3,223 linear feet

Linear Feet of Storm Sewer: 12" pipe 1,311 linear feet
15" pipe 768 linear feet
18" pipe 722 linear feet
24" pipe 946 linear feet
30" pipe 589 linear feet
36" pipe 739 linear feet
42" pipe 424 linear feet

Street Lights: 26

Pavement: 1/25 miles

Miscellaneous items including regulatory signage and posts: street signs, leisure paths, pocket parks, etc.

SECTION 2. That a one year Maintenance Bond has been provided by AHM Development GC, LLC to the City of Reynoldsburg as described above in the amount of \$597,921.92.

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 25, 2024

RE: An Ordinance Authorizing the Mayor to Accept the Columbus Metropolitan Library (Reynoldsburg Branch) Project

APPROVALS:

Mollie Prasher
Joe Begeny
Chris Shook

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

AN ORDINANCE AUTHORIZING THE MAYOR TO ACCEPT THE COLUMBUS METROPOLITAN LIBRARY (REYNOLDSBURG BRANCH) PROJECT

WHEREAS, The Columbus Metropolitan Library owns the property located at 1402 Brice Road (Reynoldsburg Branch), and

WHEREAS, This property been platted and recorded with the Franklin County Auditor and the as-built Civil Engineering plans have been reviewed and approved by the City's selected engineering firm; and

WHEREAS, that all public infrastructure associated with said project 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 project which is now complete, which will be added to City of Reynoldsburg's record plans.

SECTION 2. 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 25, 2024

RE: An Ordinance Authorizing the Mayor to Accept Public Infrastructure Associated with Eastwood Drive and Little Jordan Way

APPROVALS:

Mollie Prasher
Joe Begeny
Chris Shook

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

AN ORDINANCE AUTHORIZING THE MAYOR TO ACCEPT PUBLIC INFRASTRUCTURE ASSOCIATED WITH EASTWOOD DRIVE AND LITTLE JORDAN WAY

WHEREAS, _____ is the current owner/developer of Eastwood Drive and Little Jordan Way; and

WHEREAS, this subdivision has been platted and recorded with the Licking 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 Eastwood Drive and Little Jordan Way 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:
Linear Feet of Sanitary Sewer:
Linear Feet of Domestic Water:
Linear Feet of Storm Sewer:
Street Lights:
Pavement:
Miscellaneous items including regulatory signage and posts:

SECTION 2. That a one year Maintenance Bond has been provided
by _____ to the City of Reynoldsburg as described above in the amount
of \$_____.

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 25, 2024

RE: An Ordinance Authorizing the Mayor to Enter into a Contract with Signcom for Design Services to Install Two Informational/Welcome to Reynoldsburg Signs, Appropriating Funds Therefor, and Declaring an Emergency

APPROVALS:

Joe Begeny
Stephen Cicak
Chris Shook
Mollie Prasher

EMERGENCY:

Two Read Emergency

REASON FOR EMERGENCY:

3-read emergency

STAFF REPORT:

America Recovers Act Funds must be spent prior to December 31st or they will be returned to the Federal Government. A Two Read emergency will allow the Auditors Office time to properly file all reports prior to deadline. The City of Reynoldsburg has determined the need for informational/welcome signage in Reynoldsburg in two locations, Livingston Ave and Lancaster Ave. The cost will be allocated from the the unused American Rescue Plan Act funding for \$11,958.00.

An Ordinance Authorizing the Mayor to Enter into a Contract with Signcom for Design Services to Install Two Informational/Welcome to Reynoldsburg Signs, and Appropriating Funds Therefor, and Declaring an Emergency

WHEREAS, the Mayor has determined the need for an Informational/Welcome signage for Reynoldsburg; and

WHEREAS, the funds for the delivery and installation work will be provided through the unused American Rescue Plan Act funding; and

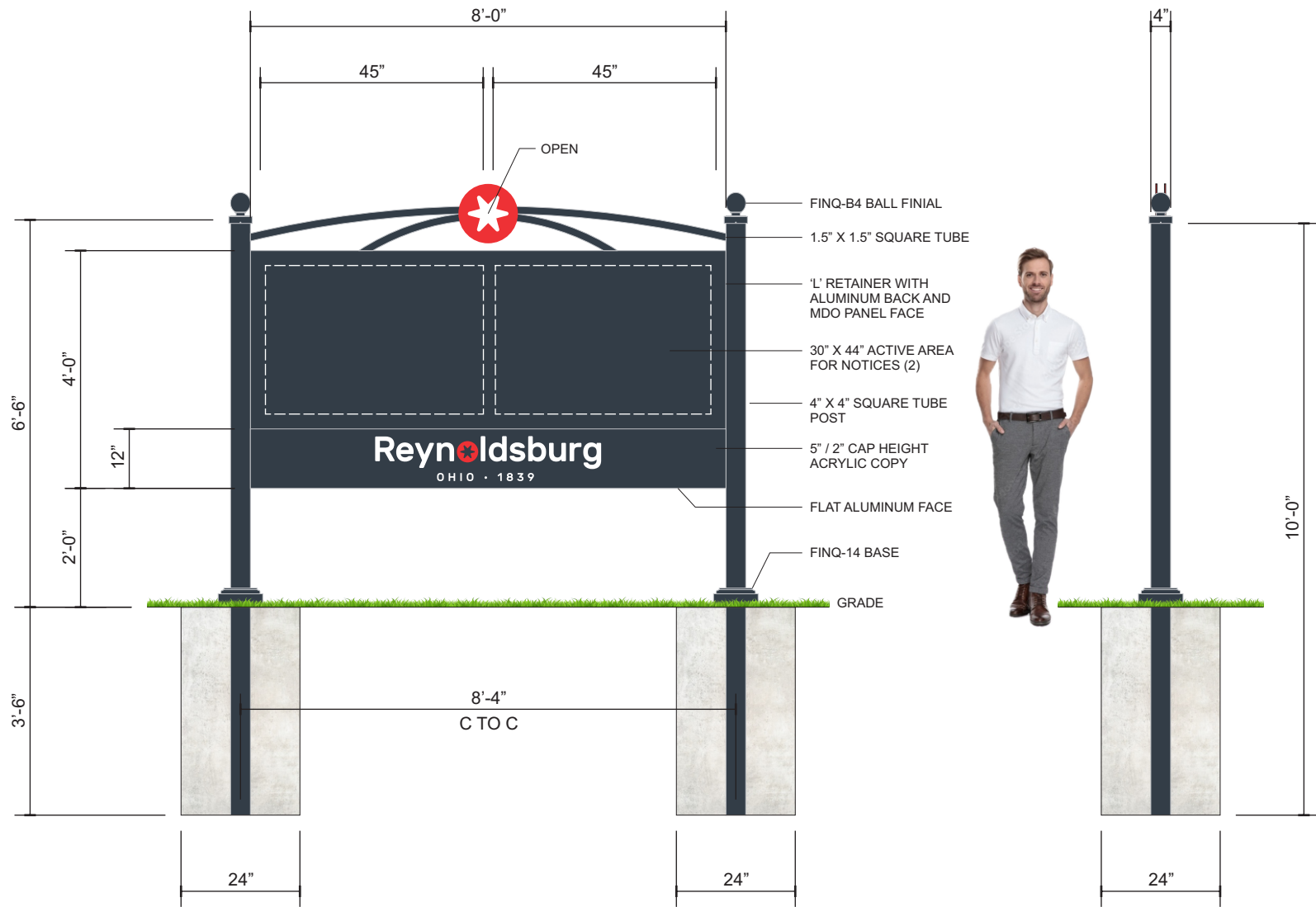
WHEREAS, the cost for the installation of these improvements is \$11,958.

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 Signcom Incorporated for the delivery and installation of two Welcome to Reynoldsburg signs at a cost of \$11,958.

SECTION 2. That an amount of \$11,958 be appropriated from the unappropriated America Rescue Plan Act fund (206) to account number 206.000.5659 Miscellaneous Infrastructure.

SECTION 3. This Ordinance is deemed to be an emergency in order to distribute funding prior to the December 31, 2024 deadline; wherefore, upon passage by Council and signature of the Mayor, this Ordinance will be in effect.



SCALE 3/8" = 1' - 32.00 SQ FT

END VIEW

OPTION 1

SF Non-Illuminated Community Announcements Sign

'L' SHAPED ALUMINUM RETAINER BRACKETS ARE WELDED ONTO FLAT .125 ALUMINUM BACK PANEL AND WELDED BETWEEN POSTS - FACE IS 4' X 8' 1/2" THICK MDO PLYWOOD PANEL PRIMED AND PAINTED AND IS SECURED TO BACK USING GALVANIZED TAMPER-RESISTANT THROUGH BOLTS - COPY IS BOTTOM SECTION IS APPLIED HIGH PERFORMANCE VINYL

DECORATIVE ACCENTS AT TOP OF CABINET ARE ROLL-FORMED 1.5" X 1.5" X .125" WALL SQUARE ALUMINUM TUBES - (2) LOGOS ARE CUT OUT 1/4" THICK ALUMINUM WITH GRAPHIC IN CENTER ROUTED OUT SUPPORT CONSISTS OF (2) 4" SQUARE TUBE BRANDON INDUSTRIES SPQ4X10 POSTS WITH FINQ-B4 BALL FINIAL AND SBQ-14 BASE POSTS ARE SET INTO (2) 24" DIAMETER X 3'-6" DEEP CONCRETE CAISSON FOOTERS

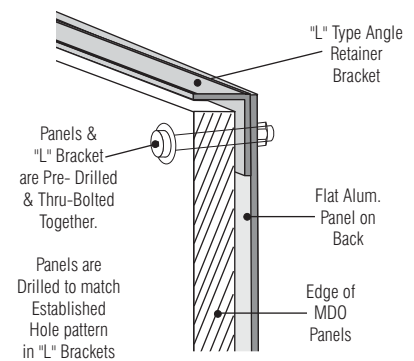
COLORS

FACE - MP 00547 MUDSTONE (PMS 432C GREY)

POSTS/ACCENTS - MP 00547 MUDSTONE (PMS 432C GREY)

LOGO - MP 08860 PERFECT MATCH RED (PMS 179C RED)

COPY - 3M 7725-10 WHITE



NOT TO SCALE - FACE CROSS SECTION

CONSTRUCTION AND INSTALLATION OF SIGN ELEMENTS TO COMPLY WITH NEC ARTICLE 600 - VERIFY ALL MEASUREMENTS PRIOR TO PRODUCTION

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SIGNCOM, INC. • 527 WEST RICH STREET • COLUMBUS, OHIO 43215 • TEL: 614-228-9999 • FAX: 614-228-4326 • info@signcominc.com



CLIENT APPROVAL _____ DATE _____

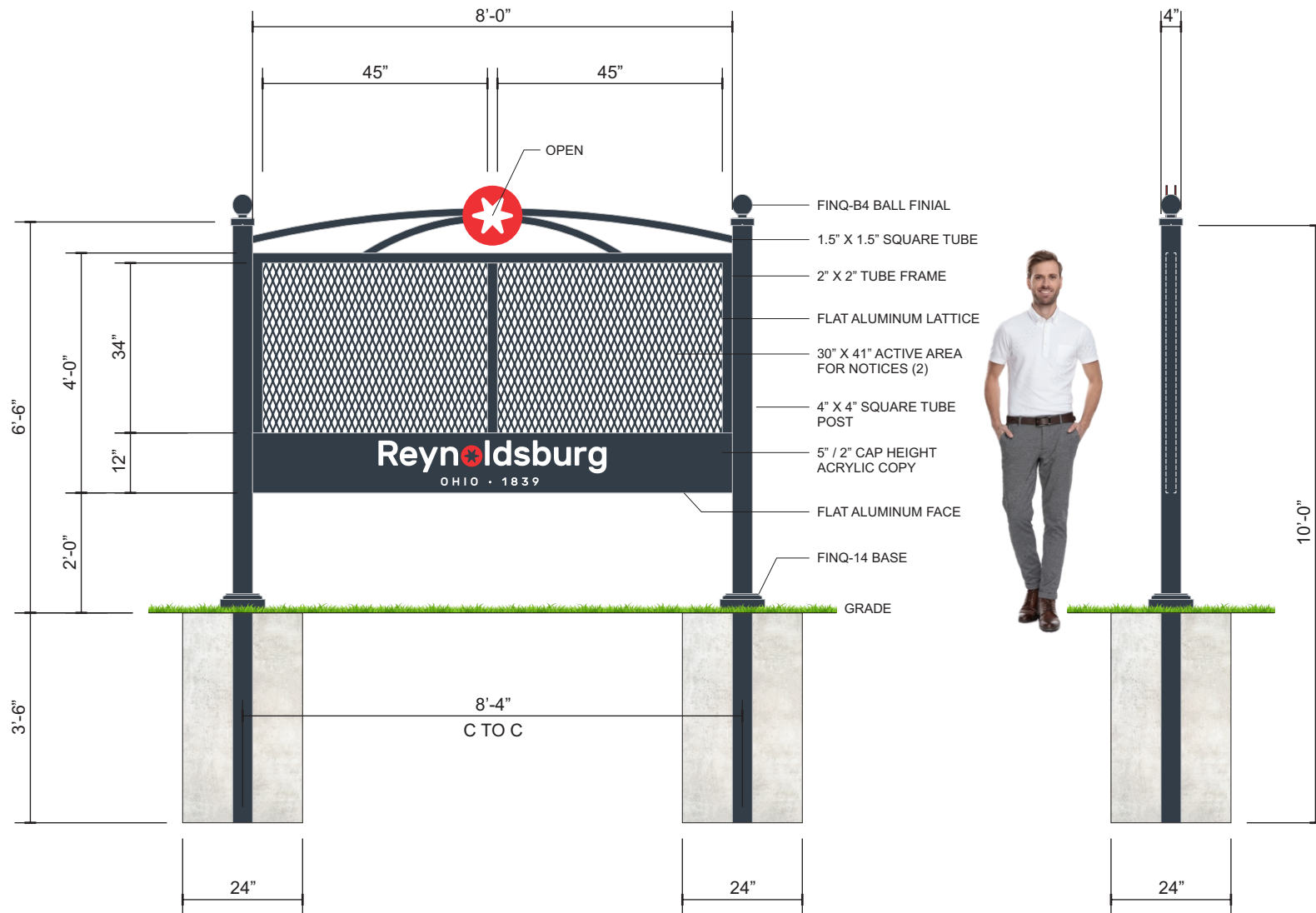
☐ PRODUCTION ART REQUIRED
Colors on Printed Documents May Vary

PROJECT NAME CITY OF REYNOLDSBURG
LOCATION _____
CITY REYNOLDSBURG STATE OHIO

REVISION _____

SALES BMS
DESIGN DAW
SIZE 14

DATE 4-29-24
SCALE Noted
PROJECT# 24269



SCALE 3/8" = 1' - 32.00 SQ FT

END VIEW

OPTION 2

SF Non-Illuminated Community Announcements Sign

ALL WELDED ALUMINUM CONSTRUCTION - CABINET IS 2" X 2" X .250" WALL SQUARE ALUMINUM TUBE WITH 2" X 2" TUBE DIVIDER AND IS BACKED WITH LATTICE TYPE BACK - McNICHOLS FLATTENED EXPANDED METAL SHEET - .094 THICK ALUMINUM 1 1/2" NO. .125 (74% OPEN AREA) PRIMED AND PAINTED TO MATCH CABINET- BOTTOM SECTION IS FACED WITH FLAT ALUMINUM - ALL PRIMED AND PAINTED COPY IN BOTTOM SECTION ARE INDIVIDUAL ELEMENTS OF CUT OUT PAINTED ACRYLIC - 'REYNOLDSBURG' IS 1/2" THICK - ADDITIONAL COPY IS 1/4" THICK - ALL MOUNTED FLUSH TO FACE USING CONCEALED STUDS

DECORATIVE ACCENTS AT TOP OF CABINET ARE ROLL-FORMED 1.5" X 1.5" X .125" WALL SQUARE ALUMINUM TUBES - (2) LOGOS ARE CUT OUT 1/4" THICK ALUMINUM WITH GRAPHIC IN CENTER ROUTED OUT

SUPPORT CONSISTS OF (2) 4" SQUARE TUBE BRANDON INDUSTRIES SPQ4X10 POSTS WITH FINQ-B4 BALL FINIAL AND SBQ-14 BASE

POSTS ARE SET INTO (2) 24" DIAMETER X 3'-6" DEEP CONCRETE CAISSON FOOTERS

COLORS

CABINET - MP 00547 MUDSTONE (PMS 432C GREY)

POSTS/ACCENTS - MP 00547 MUDSTONE (PMS 432C GREY)

LOGO - MP 08860 PERFECT MATCH RED (PMS 179C RED)

COPY - WHITE

CONSTRUCTION AND INSTALLATION OF SIGN ELEMENTS TO COMPLY WITH NEC ARTICLE 600 - VERIFY ALL MEASUREMENTS PRIOR TO PRODUCTION

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CLIENT APPROVAL _____ DATE _____

☐ PRODUCTION
ART REQUIRED
Colors on Printed Documents
May Vary

PROJECT NAME CITY OF REYNOLDSBURG
LOCATION _____
CITY REYNOLDSBURG STATE OHIO

REVISION _____

SALES BMS
DESIGN DAW
SIZE 14

DATE 4-29-24
SCALE Noted
PROJECT# 24269

527 WEST RICH STREET
COLUMBUS, OHIO 43215
(614) 228-9999
FAX: 228-4326



This quotation is guaranteed for 30 days.

SIGN PROFESSIONALS

PROPOSAL-CONTRACT

FOR:	CITY OF REYNOLDSBURG	LOCATION:	CITY OF REYNOLDSBURG
ATTN:	SCOTT SHAFER		
DATE:	10/25/2024	SKETCH:	24269
		DELIVERY:	6 WEEKS
PROVIDE LABOR AND MATERIAL TO DESIGN AND FABRICATE THE FOLLOWING:			
TWO (2) FREESTANDING SINGLE SIDED COMMUNITY EVENT ANNOUNCEMENT DISPLAY SIGNS, PER DESIGN, MESH OPTION (TWO @ \$4,389.00 EA.)			
\$8,778.00			
DELIVER AND INSTALL BOTH AT SAME TIME			
\$3,180.00			
TOTAL			
\$11,958.00			

**SIGNCOM RETAINS A
SECURITY INTEREST IN
THIS PROPERTY UNTIL
PAID IN FULL**

If sign requires any additional service to internal components,
this will be performed on an additional time and material basis.
SALES TAX, PERMIT FEES, PREPAID FREIGHT WILL BE ADDED TO INVOICE WHEN APPLICABLE
ADDITIONAL TERMS AND CONDITIONS

1. This proposal is made for specially constructed equipment and when accepted is not subject to cancellation. Signcom, shall not be responsible for errors in plans, designs specifications or drawings furnished by PURCHASER or for defects caused thereby. Revisions to work in progress will be charged as necessary.
2. The Purchaser agrees to secure all necessary governmental permits and/or all necessary permits from the building owner and/or others whose permission is required for installation of this sign and he assumes all liability with regard to same, and all liability, public and otherwise for damages caused by the sign or by reason of it being on or attached to the premises. Purchaser agrees to secure all necessary permission for use of all registered trademarks or copyrights used on the sign.
All necessary electrical wiring, outlets and connections to the sign from the building meter and/or fuse panel will be properly fused and installed, at the expense of the Purchaser. INSTALLATION PROCESS QUOTED ARE SUBJECT TO REVISION WHERE EXCESS ROCK OR OTHER UNFORESEEABLE FOUNDATION CONDITIONS ARE ENCOUNTERED.
3. Any items not shipped or installed on or before 90 days from contract date will be invoice in full at the designated unit price, all PURCHASER herby agrees to pay said invoice within SIGNCOM at its option, may invoice each item called for in the proposal separately upon completion, or, if for reasons beyond its control completion is delayed, it may invoice for the portion of work completed during any given month. Under no condition, will any item be held beyond 90 days after completion. In the event size and weight or any item prohibits storage by SIGNCOM on its own property, Purchaser must make arrangements for shipment immediately upon completion.
4. Payment for items purchased under the terms of this contract will be made on receipt of the invoice submitted. In the event payment is not made as agreed, PURCHASER agrees to pay a service charge on past due amounts from the time they are due, (10) days from invoice date, at the rate of 1 1/2% per month. In the event this contract is placed for collection or if collected by suit or through the Probate or Bankruptcy Court, reasonable attorneys' fees shall be added.
5. All applicable taxes payable under the laws of the State into which the property is to be delivered or installed as mentioned herein shall be added to the price quoted, unless such tax is paid directly by PURCHASER.
6. SIGNCOM will not be responsible for delays in shipments caused by delays created by suppliers or transportation services or by labor disputes or due to any other circumstances beyond its control.
7. Title to all materials and property covered by this contract shall remain in SIGNCOM and shall not be deemed to constitute a part of the realty to which it may be attached until the purchase price is paid in full. SIGNCOM is given an express chattel mortgage lien upon said materials and property both erected and unerected notwithstanding the manner in which such personal property shall be annexed or attached to the realty. In the event of default by PURCHASER, including, but not limited to, payment of any amounts due and payable, SIGNCOM may at once (and without process of law) take possession of and remove, as and when it sees fit and whenever found, all materials used or intended for use in the construction of said equipment and any and all property called for in this contract without being deemed guilty of trespass.
8. It is agreed that this contract shall be construed according to the laws of the State of Ohio.
9. When this contract is signed by a duly authorized person of each party, all provisions contained on Page 1 herein become integral parts of this contract, and there is no other agreement or understanding of any nature concerning same unless such other agreements or understanding, if any, is specifically incorporated herein by reference.

ACCEPTED _____
BY _____
TITLE _____
THIS _____ DAY OF _____, 20____

SIGNCOM INC. Bruce Sommerfelt
BRUCE SOMMERFELT
DOWN PYMT. OF \$ 50% REC'D BY _____
THIS _____ DAY OF _____, 20____
TITLE SALES CONSULTANT DATE 10/25/2024



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: November 25, 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.

Position Description

Ordinance	Public Information/Special Events	Employee Type: Full-Time (40-hr week)
Position Title:	Director	
Working	Public Information/Special Events	DEPT: Mayor's Office
Title:	Director	
Pay Grade:	22	Ord/Contract: Unclassified
Reports To:	Mayor	FLSA Status: Exempt
Revision Date:	11/2024	Civil Service Type: Unclassified

General Description:

Under the direction of the Mayor. Develops and oversees year round special events.

Essential Functions of Work

- Develops and oversees year-round special events
- Plans, coordinates, organizes, oversees, schedules, and implements special events
- Develops modifications of programs
- Develops and recommends policies and procedures concerning operation and programming
- Evaluates and revises programs based on interest and attendance
- Purchases goods
- Communicates with volunteers and participant input
- Monitors participation and attendance
- Plans staffing needs and creates event site layout
- Responsible for implementing rules and policy set forth, as well as ensuring compliance with government regulations
- Secures and manages event budget, tracks income and expenses, and collects vendor fees
- Supervises and recruits volunteers
- Conducts vendor application process – updates vendor packet
- Reviews applications, permits, insurance and licenses
- Coordinates vendor schedules and maintains potential vendor file
- Recruits and schedules entertainment, cooking demos, educational workshops and other special events, while ensuring all appropriate documentation has been obtained
- Recruit sponsors
- Closely monitors weather conditions and makes informed decisions about when to close market
- Creation of marketing pieces which are in alignment with the City's Master plan
- Creation and Distribution of display boards
- Responsible for various web pages on the City's website and Reynoldsburg Farmers' Market website, including day-to-day updates, writing articles, webpage maintenance, and ensuring the pages reflect the goals and vision of the City
- Creation of flyers, brochures, posters, kiosks, and other marketing, promotional or educational materials
- Community and other stakeholders regarding Special Events
- Promotes the special events using various promotional strategies: primarily through creative, low-cost marketing techniques and effective local partnerships
- Design and overseeing distribution of City signs
- Assist in creation of City's presentations
- Responsible for writing and distributing press releases
- Coordinates interaction with the press, including assembling press packets

- Responsible for paid advertisement planning
- Maintains contact with vendors, contractors, customers, the general public, and various government agencies/officials in order to obtain or disseminate information related to the essential position functions
- Maintains required licensures and certification
- Meets all job safety requirements and all applicable OSHA safety standards that pertain to essential functions
- Demonstrates regular and predictable attendance
- Performs other related duties as assigned

Minimum Qualifications

Education

- Bachelor's Degree from an accredited institution with major coursework in marketing or public relations or other related field

Experience

- Four (4) years experience in event planning
- Two (2) years in experience in budgeting

Licensure or Certification Requirements:

- Valid Ohio driver's license

Knowledge, Skills and Abilities

Knowledge of:

- Mathematics and accounting as it relates to creating and maintaining a departmental budget
- All computer applications and hardware related to performance of the essential functions of the job
- Department organization, standard operating guidelines and policies, rules, and regulations
- Office practices and procedures
- English grammar and composition

Skill in:

- Planning, organizing, assigning, directing, and reviewing the work of instructors, vendors and staff
- Communicating orally and in writing with internal staff, citizens, and other departmental staff in order to give and receive information in a courteous manner
- Operating and maintaining all assigned equipment required to perform the essential functions of the job
- Operation of personal computer/word processing equipment; office equipment (e.g., fax, copier, calculator, scanner)
- Software programs
- Budget preparation

Ability to:

- Communicate in a clear and concise manner verbally or written
- Work independently and make informed on-the-spot decisions
- Ability to work effectively with a variety of vendors, entertainers, instructors and consumers
- Classify information about data, people, or things; move fingers easily to perform manual functions
- Assess questions and provide appropriate information or referral
- Deal with citizens and/or employees who are mentally unstable, emotional, angered, or violent
- Handle very sensitive/confidential information from and contact with Elected Officials and general public
- Ability to establish and maintain effective working relationships with fellow employees, city officials, other government agencies, social agencies and the general public

Position Description

Ordinance Position Title:	Special Events Coordinator	Employee Type: Full-Time (40-hr week)
Working Title:	Special Events Coordinator	DEPT: Mayor's Office
Pay Grade:	8	
Reports To:	Special Events and Communications Manager	FLSA Status: Non-Exempt
Revision Date:	10/29/2024	Civil Service Type: Classified

General Description:

Under the direction of the Special Events and Communications Manager. The Events Coordinator is responsible for event planning support, logistical coordination, communication and collaboration, and on-site event support.

Essential Functions of Work

- Assist in conceptualizing, planning, and executing various types of events
- Research and recommend vendors and suppliers based on budget and event requirements
- Assist with developing event timelines, budgets, and checklists
- Manage pre-event planning (ie. logistics such as venue set-up, audiovisual equipment, catering, transportation, and accommodations)
- Collaborate with vendors, suppliers, and service providers, obtain quotes, and ensure timely delivery of services
- Manage event related documentation, contracts, permits, and licenses
- Serve as a primary point of contact for clients, vendors, sponsors, and event attendees
- Collaborate with Special Events and Communications Manager and cross-functional teams
- Maintain open and effective communication
- Assist with on-site event set-up, coordination, and troubleshooting
- Coordinate with event staff, volunteers, and vendors to oversee event operations, manage guest arrivals, and address any issues or emergencies that may arise
- Provide support during event activities, including registration, guest assistance, VIP services, and post-event clean-up
- On-site for each event (first-in, last-out) to troubleshoot any problems that may arise
- Performs other related duties as assigned

Minimum Qualifications

- High School Diploma or GED
- One (1) to two (2) years experience with event planning
- One (1) to two (2) years experience using Microsoft Office Suite
- One (1) to two (2) years experience using Google Docs
- Valid Ohio Driver's License
- Must pass a criminal background check and drug screen

Knowledge, Skills and Abilities

Knowledge of:

- Knowledge in event planning
- Department organization, standard operating guidelines and policies, rules, and regulations
- Knowledge of risk management to identify potential legal liabilities and take steps to mitigate them

- Office practices and procedures

Skill in:

- Event planning, organizing, and prioritizing to ensure all tasks are completed on schedule and within budget
- Communicating orally and in writing with internal staff, citizens, and other departmental staff in order to give and receive information in a courteous manner
- Creative thinking skills to design events that fit the visions of the City and community
- Good networking skills to build relationships with vendors and suppliers to attract new customers
- Operating and maintaining all assigned equipment required to perform the essential functions of the job
- Operation of personal computer/word processing equipment; office equipment (e.g., fax, copier, calculator, scanner)
- Problem solving skills, attention to detail, ability to multi-task, including anticipating analyzing, diagnosing, and resolving job-related problems
- Time management, interpersonal communication,
- Demonstrate flexibility and a cooperative attitude

Ability to:

- Effectively manage difficult or sensitive issues using professionalism and an understanding of organization and community culture
- Work independently and make informed on-the-spot decisions
- Ability to work effectively with a variety of vendors, entertainers, instructors and consumers
- Classify information about data, people, or things; move fingers easily to perform manual functions
- Assess questions and provide appropriate information or referral
- Deal with citizens and/or employees who are mentally unstable, emotional, angered, or violent
- Handle very sensitive/confidential information from and contact with Elected Officials and general public
- Ability to establish and maintain effective working relationships with fellow employees, city officials, other government agencies, social agencies and the general public
- Follow instructions and performs tasks independently and within established deadlines
- Flexibility and willingness to help with occasional reasonable requests outside of standard tasks

Working Conditions:

- Working various hours during events
- Has contact with potentially violent or emotionally distraught persons
- Constantly required to stand, sit, or walk for prolonged periods
- Lifting or carrying objects weighing up to 20 lbs
- Ability to work outside in extreme weather conditions

CLASS TITLES OF POSITIONS DIRECTLY SUPERVISED:

N/A

Position Description Approval	Dates
Department Head Signature:	
Human Resources Director Signature:	
Mayor Signature (Required for Director positions):	

Employee Acknowledgement and Receipt

I confirm that I have received a copy of this job description and understand the requirements, essential functions and duties of the position.

Print Employee Name

Employee Signature

____/____/____
Date

Position Description

Ordinance Position Title:	Administrative Assistant	Employee Type: Full-Time (40-hr week)
Working Title:	Administrative Assistant	DEPT: Street/Storm Water
Pay Grade:	9	
Reports To:	Street Superintendent	FLSA Status: Non-Exempt
Revision Date:	11/2024	Civil Service Type: Classified

General Description:

Under the direction of the Street Superintendent. This position will be responsible for maintaining the accounts payable, accounts receivable, account reconciliation, purchase orders, and records pertaining to the Street Department.

Essential Functions of Work

- Collects & prepares data for correspondence/reports
- Prepares reports on various activities and street/storm water programs
- Maintains complex & detailed files & records in databases and spreadsheets using computer software
- Compile and creates multiple statistical reports
- Track work orders and maintain School Flashing Light files
- Prepares invoices & purchase orders for payment
- Monitors spending & maintains fiscal records and reports to Superintendent
- Tracks street/storm water, State Highway, and mechanic budget accounts & pollution control accounts
- Bills insurance companies/individuals for damages and collects payments
- Input and tracks timesheet data for payroll
- Screens & processes telephone calls from residents, builders, developers, engineers, vendors &/or city administration personnel
- Provides routine information to callers or refers complex questions to proper person or department
- Types general correspondence, memorandums, reports, schedules & other materials
- Maintains inventory of general office supplies & orders as needed
- Maintains files and prepares record retention
- Creates flyers, door hangers and brochures
- Checks & reviews variety of data for accuracy, completeness & conformance to established standards & procedures
- Makes arithmetical calculations
- Establishes office protocols
- Assist Street Superintendent with annual budget
- Remains informed of current developments & procedures pertinent to duties
- Participates in staff development activities and services review procedures; attends staff meetings
- Meets all job safety requirements and all applicable OSHA safety standards that pertain to essential functions
- Demonstrates regular and predictable attendance
- Performs other related duties as assigned

Minimum Qualifications

- High school diploma or GED or equivalent
- One (1) course or six (6) months experience in word processing
- Two (2) years experience or training in office practices and procedures or equivalent combination of training and experience
- Must be able to type

Knowledge/Skills and Abilities:**Knowledge of:**

- Standard office practices & procedures
- Reynoldsburg Street/Storm water Utility ordinances*
- Computer software (Microsoft Office, budgeting software, OUPS software)
- Mathematics

Skill in:

- Operation of personal computer, office equipment, typing
- Operation of two-way radio

Ability to:

- Carry out instructions
- Calculate fractions, decimals, & percentages
- Maintain accurate records
- Gather, collate & classify information about data, people or things
- Assess questions and provide appropriate information or referral
- Works alone on most tasks
- Establish professional atmosphere with associates & general public

Working Conditions:

- Lift, push, pull 10 to 20 pounds
- Works in an area in which the means of egress is or can be obstructed at Street Division building
- Is exposed to possible injury from noisy conditions (e.g., salt truck, back-up generator, power tools, heavy equipment) at Street Division building
- Is exposed to environmental conditions in Street Division building which may result in exposure to fumes, odors, dust, mists, gases &/or poorly ventilated work areas
- Slip and fall hazards

Class Titles of Positions Directly Supervised:

N/A

Position Description Approval	Dates
Department Head Signature:	
Human Resources Director Signature:	
Mayor Signature (Required for Director positions):	

Employee Acknowledgement and Receipt

I confirm that I have received a copy of this job description and understand the requirements, essential functions and duties of the position.

 Print Employee Name

 Employee Signature

____/____/____
 Date

Position Description

Ordinance Position Title:	Account Clerk 2	Employee Type: Full-Time (40-hr week)
Working Title:	Account Clerk 2	DEPT: Water/WasteWater Division
Pay Grade:	10	
Reports To:	Billing Supervisor	FLSA Status: Non-Exempt
Revision Date:	11/2024	Civil Service Type: Classified

General Description:

Under the direction of the Billing Supervisor. The Account Clerk 2 will process water payments, provide customer service to internal and external customers.

Essential Functions of Work

- Primary duty is providing customer service (directly and indirectly by way of phone or email)
- Taking payments, and inquiries at the counter
- Performs a variety of general accounting functions for the efficient operation of the office
- Calculates/prints utility bills for public
- Checks consumption reports and contacts customer if necessary to obtain reason for unusual consumption
- Sets up payment plans for customers
- Enters work orders into computer; prepares/tracks work orders
- Prepares shut-off lists; creates transfer, disconnect, and change of address orders; dispatches field crews and notifies customers
- Sends out grease trap/backflow notices; issues water/sewer permits
- Performs a variety of clerical tasks; types letters/reports
- Back up on remote check scanner
- Remains informed of current guidelines and procedures pertinent to duties; participates in staff development activities and services review procedures; attends staff meetings and conferences
- Meets all job safety requirements and all applicable OSHA safety standards that pertain to essential functions
- Demonstrates regular and predictable attendance.
- Cross train in other positions/duties
- Performs other related duties as assigned

Minimum Qualifications

- High school diploma or GED or equivalent
- Eighteen (18) months' experience or training in general accounting/bookkeeping, financial recordkeeping
- Eighteen (18) months' experience or training with modern office equipment (e.g., computer); Microsoft Office
- Proficient with typing/data entry and a 10-key calculator

Knowledge/Skills and Abilities:

Knowledge of: (*Indicates developed after employment)

- Considerable knowledge of basic bookkeeping/accounting practices and principles; department policies and procedures;* office machines
- Public relations
- Community resources and services

- Office practices and procedures
- English grammar and spelling
- Records management
- Modern office practices

Skill in:

- Typing
- Data entry
- Spreadsheets
- Proficient in Microsoft Office, including Excel
- Computer operation
- Must be proficient with a 10-key calculator
- Use of modern office equipment (e.g., check scanner, receipt validator)

Ability to:

- To work and handle many interruptions
- Provide excellent customer service
- Interpret a variety of instructions in written, oral, picture, or schedule form
- Calculate fractions, decimals, and percentages
- Copy material accurately and recognize grammatical and spelling errors
- Prepare routine correspondence; prepare accurate documentation
- Respond to routine inquiries from public and/or officials
- Communicate effectively
- Code items from one symbolic form to another
- Maintain records according to established procedures
- Cooperate with co-workers on group projects
- Answer routine telephone inquiries
- Handle sensitive inquiries from and contacts with officials and general public
- Work alone on most tasks
- Develop and maintain effective working relationships
- Resolve complaints
- Proofread names and numbers

Working Conditions:

- Sedentary: lift, push, pull 10 pounds occasionally
- Has contact with potentially violent or emotionally distraught persons

Class Titles of Positions Directly Supervised:

N/A

Position Description Approval	Dates
Department Head Signature:	
Human Resources Director Signature:	
Mayor Signature (Required for Director positions):	

Employee Acknowledgement and Receipt

I confirm that I have received a copy of this job description and understand the requirements, essential functions and duties of the position.

 Print Employee Name

 Employee Signature

____/____/____
 Date



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

Position Description

Ordinance Position Title:	Auditor	Employee Type: Full-Time (40-hr week)
Working Title:	Auditor	DEPT: Auditor
Pay Grade:		
Reports To:	Reynoldsburg Voters	FLSA Status: Exempt
Revision Date:	01/01/2003	Civil Service Type: Unclassified

General Description:

Plans, directs, and supervises the city's central accounting and financial activities.

Essential Functions of Work

- Plans, directs, and supervises the city's central accounting and financial activities, programs, and staff
- Oversees the preparation and maintenance of financial records and systems
- Maintains records and files
- Prepares reports
- Plans, organizes, and directs the activities of the City Auditor's office
- Establishes and maintains all financial and accounting systems for the city
- Certifies all purchase orders submitted for encumbering or paying invoices
- Ensures compliance with applicable local, state and federal laws, rules, and regulations pertaining to the expenditure of city funds
- Deposits city funds
- Monitors cash flow to ensure sufficient funds are available to meet the city's financial obligations
- Invests idle funds and maintains appropriate records regarding investment instruments
- Represents the city in providing liaison with outside auditing personnel
- Supervises the development and maintenance of accounting systems
- Advises the Mayor and City Council on financial matters
- Monitors budget expenditures
- Oversees the preparation of periodic and annual financial statements
- Advises officials on financial matters of the city
- Oversees the preparation of other reports of the fiscal condition of the city
- Remains informed of current development and procedures pertinent to duties; participates in staff development activities and services review procedures
- Attends staff meetings and supervisory conferences
- Maintains required licenses and/or certificates
- Meets all job safety requirements and all applicable OSHA safety standards that pertain to essential functions
- Demonstrates regular and predictable attendance
- Performs other related duties as assigned

Minimum Qualifications

- Any combination of education and experience equivalent to graduation from an accredited college or university with major coursework in accounting, finance, or business administration supplemented by extensive experience in financial administration

Knowledge/Skills and Abilities:**Knowledge of:**

- General laws and administrative policies governing governmental financial practices and procedures; accounting practices/principles, budgeting in government

Skill in:

- Operation of personal computer and office equipment

Ability to:

- Evaluate complex financial systems and efficiently formulate and install accounting methods, procedures, forms, and records to prepare informative financial reports
- Plan, organize, direct, and evaluate work of subordinate employees in field of accounting
- Establish and maintain effective working relationship with associates and city officials
- Communicate effectively

Working Conditions:

- Work is performed in a normal office environment.
- The incumbent's working conditions are typically moderately quiet
- Vocal communication is required for expressing or exchanging ideas by means of the spoken word
- Hearing is required to perceive information at normal spoken word levels
- Visual acuity is required for preparing and analyzing written or computer data, operation of machines, determining the accuracy and thoroughness of work, and observing general surroundings and activities
- The worker is not subject to adverse environmental conditions
- This is sedentary work requiring the exertion of up to 10 pounds of force occasionally and a negligible amount of force frequently or constantly to move objects
- Work requires reaching, fingering, grasping, and repetitive motions

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

Has contact with potentially violent or emotionally distraught persons.

PHYSICAL DEMANDS:

Sedentary: lift, push, pull 10 pounds occasionally.

CLASS TITLES OF POSITIONS DIRECTLY SUPERVISED:

- (1) Deputy Auditor
- (1) Accounting Manager
- (1) Tax Administrator

Position Description

Ordinance	Deputy Auditor	Employee Type: Full-Time (40-hr week)
Position Title:		
Working Title:	Deputy Auditor	DEPT: Auditor
Pay Grade:	15-A	Ord/Contract:
Reports To:	Auditor	FLSA Status: Non-Exempt
Revision Date:	04/10/2024	Civil Service Type: Unclassified

General Description:

Under the direction of the Auditor. Performs a variety of accounting and auditing duties. Assumes duties, powers and authority of Auditor in their absence.

Essential Functions of Work

- Assumes duties, power, and authority (e.g., signature authority, approves purchase orders, attends meetings, signs encumbrances/contracts; performs cash management duties including transfer of cash and investment activity and daily transport of cash deposits to bank;) of City Auditor during their absence.
- Performs a variety of accounting tasks, bookkeeping and auditing.
- Oversees the daily operations of the Auditor's office to include timekeeping of staff, assist employee performance and goal programs, orders office supplies and equipment, and other related tasks.
- Review and initially approve all purchase orders. Review invoice payments and enter into accounting system for payment
- Process accounts receivables and payables (purchase orders); payments into accounting system from various departments
- Transfer funds from outside billings services to individual internal accounts
- Balance and deposit cash drawers from various departments. Scan check into bank account received on a daily basis
- Download deposit reports and notify appropriate departments
- General office duties; provide customer service, answers phones, data entry, type, file, create spreadsheets, mailings, etc.
- Update employee information in accounting system, which may include accruals, leave balances, income tax withholdings, medical, dental, vision and life insurance. Update systems to reflect changes.
- Review and process payroll related information from timekeeping system into accounting system for the police department.
- Serve as back up for all payroll processes.
- Process various payment transactions to include print accounts payable checks and refund checks; void checks when necessary; wire transfers and ACH transfer.
- Manages various credit cards for the City, including related points/awards programs.
- Train and provide direction on the purchase order process to employees
- Provide various forms to both internal and external customers
- Create, or run reports for monthly, quarterly, year-end processes.
- Assist with daily, weekly, monthly and year-end reconciliations as needed.
- Communicates and processes the annual opening and closing of the purchase order procedures.
- Remains informed of current development and procedures pertinent to duties; participates in staff development activities and services review procedures; attends staff meetings/supervisory conferences, attends various trainings.

- Meets all job safety requirements and all applicable OSHA safety standards that pertain to essential functions
- Demonstrates regular and predictable attendance
- Performs other related duties as assigned

Minimum Qualifications

- High School Diploma or GED
- Three (3) to five (5) years' experience in accounts payable, government purchasing; or a combination of training and experience and six (6) months' training or experience with personal computer

Knowledge/Skills and Abilities:

Knowledge of: (*Indicates developed after employment)

- Laws, rules and regulations controlling budgetary fiscal record keeping and the principles and practices of governmental accounting, budgeting; laws, rules and regulations controlling budgetary fiscal record keeping.

Skill in:

- Operation of personal computer; operation of office equipment (e.g., fax, copier, postage meter, /receipt validator, check encoder, credit card machine, depository encoder, calculator); electronic spreadsheet; Reynoldsburg computer programs.*

Ability to:

- Interpret a variety of instructions in written, oral, picture, or schedule form; comprehend and record figures accurately; sort items into categories according to established methods; code items from one symbolic form to another
- Answer routine complaints from public; ability to communicate clearly and concisely, both verbally and in writing; to establish and maintain effective working relationships with other employees, elected officials and the general public
- Maintain confidentiality
- Ability to plan and organize workloads and recommend process improvements
- To analyze, evaluate and develop accounting solutions.
- Ability to balance a variety of accounts in a timely manner.

Working Conditions:

- Work is performed in a normal office environment.
- The incumbent's working conditions are typically moderately quiet
- Sedentary: lift, push, pull 10 pounds occasionally
- Has contact with potentially violent or emotionally distraught persons

CLASS TITLES OF POSITIONS DIRECTLY SUPERVISED:

(1) Intern

Position Description Acknowledgement	Dates
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Position Description

Ordinance	Finance Manager	Employee Type: Full-Time (40-hr week)
Position Title:		
Working Title:	Finance Manager	DEPT: Auditor
Pay Grade:	22	
Reports To:	Auditor	FLSA Status: Exempt
Revision Date:	05/2024	Civil Service Type: Classified

General Description:

Under the direction of the Auditor, performs a variety of accounting and auditing functions. This is a full-time, classified, exempt position.

Essential Functions of Work

- Oversees the daily operations of the Auditor's office, including accounts payable, payroll, revenue collections and purchasing
- Responsible for maintenance, security and updating of City's accounting system
- Reviews updates to determine what areas will be affected, what is proper timing of updates and the necessity of the update
- Coordinate software update implementation with IT department
- Advise departments of updates and provide training
- Assign profiles and security to employees
- Issue and maintain accounting system passwords
- Provide training on accounting system and proper accounting policies and procedures
- Maintain the City's Chart of Accounts
- Assign Capital project numbers
- Maintain the City's fixed asset system (e.g. analyzing purchase orders, invoice payments, documentation and recording)
- Ensure procedures are followed for disposal of assets, distribute assets tags, enter assets with useful life and depreciation for calculation of depreciated expense for the Annual Comprehensive Financial Report (ACFR)
- Work with vendors for interface with accounting system
- Maintain review collection program (e.g. A/R Box, on line bill payment and ACH payment)
- Research new payment programs
- Analyze purchase orders, invoices, and check requisition is in compliance with adopted budget
- Prepare purchase orders, payment schedules and ACH for debt payments
- Documents for annual SEC filing
- Assist Auditor with debt issuance process
- Assist in multi-department purchases and Capital projects
- Assist in preparation of and/or review of purchase orders
- Assist in the preparation of draft legislation for departments to submit to City Council
- Reviews and recommends updates of Finance (Auditor) department policies and procedures to the Auditor
- Review legislation for Council Clerk prior to completion
- Assist in development, review and updating of policies and procedures (e.g. accountability of City funds, fiscal controls and compliance with laws, rules and regulations)

- Ensure the reliability, accuracy of records, protection of funds and resources
- Formalize all documentation regarding purchasing and expenditures procedures/policies
- Ensure accurate audit trails, make recommendations
- Prepares monthly journal entries and financial reports for distribution
- Review transactions
- Prepares special reports as requested
- Record OPWC transaction as received, monthly investment reports, bank reconciliation and complete monthly Fund Report
- Prepares TIF report
- Assist with preparation of Annual Statement for Bond issues
- Prepare annual tax budget, report to counties
- Set up and assist department with annual budget including worksheets and budget ordinance for Council. Monitor fund balances, expenditures, encumbrances and appropriations
- Completes the annual closing procedures (e.g. carrying over purchase orders, closing purchase orders, assist with balancing year end E-zone, soft close fund balances and enter adopted budget into accounting system)
- Provide backup and oversight to Utility (Water) Department
- Review adjustment for general ledger
- Assist with annual calculation for rate adjustments for water and sewer
- Ensure compliance of rules and regulations of GASB, Auditor of State, GFOA, AGA and other governing bodies
- Administer and ensure compliance with financial part of grants and loans
- Prepare required reports as the financial point of contact for Federal Grant programs
- Coordinate annual audit with independent auditors
- Work with GAAP preparer
- Update all schedules and reports in the Annual Comprehensive Financial Report (ACFR)
- Deliver completed financial statements
- Balance and prepare federal tax forms (e.g. W-2's, 1099's ACA, etc.)
- Prepares H.S.A. payments
- Audit payroll reports and procedures
- Prepare monthly reports and payments to OPERS and OP & F
- Respond to inquiries from pension organization and employees
- Complete required retirement and termination paperwork for pension organizations
- Provides support to subordinates in performing accounting tasks (e.g., payroll, processing purchase orders, receives payments of City fees)
- Performs other accounting tasks as assigned
- Remains informed of current developments and procedures pertinent to duties
- Participates in staff development activities and services review procedures
- Attends staff meetings/supervisory conferences
- Maintains required licenses/certificates
- Meets all job safety requirements and all applicable OSHA safety standards that pertain to essential functions
- Demonstrates regular and predictable attendance
- Performs other related duties as assigned

Minimum Qualifications

Education:

Completion of a Bachelor's degree from an accredited university or college in Accounting, Business Administration, Finance, Public Administration or a closely related field. Masters preferred.

Experience:

Six (6) years of experience in accounting and auditing; experience in municipal government
Two (2) years of supervisory experience.
Working knowledge of government fund accounts, payroll requirements, rules and reports.
Clear understanding of rules for Fair Labor Standards, Workers Compensation and pension requirements.

Licensure or Certification Requirements:

Completion of a Certified Public Accountant (CPA), Certified Government Financial Manager (CGFM), or Certified Public Finance Officers (GFOA) certification or working towards with a completion date of one-year and six months (18 months) from date of hire.
Valid Ohio driver's license.

Knowledge/Skills and Abilities:**Knowledge of:**

- Accounting and technology of accounting

Skill in:

- Operation of personal computer
- Electronic spreadsheets
- Operation of office equipment
- Reynoldsburg computer programs
- Motor vehicle operation

Ability to:

- Apply management principles to solve agency problems
- Interpret a variety of instructions in written, oral, picture, or schedule form
- Comprehend and record figures accurately
- Sort items into categories according to established methods
- Code items from one symbolic form to another
- Communicate effectively
- Answer routine questions/complaints from public
- Cooperate with co-workers in office unit

Working Conditions:

- Sedentary: lift, push, pull 10 pounds occasionally
- Has contact with potentially violent or emotionally distraught persons

Staff Supervises:

- (1) Senior Accountant
- (1) Auditor's Secretary/Payroll Specialist

Position Description Approval	Dates
Department Head Signature:	

Position Description

Ordinance	Tax Financial Manager	Employee Type: Full-Time (40-hr week)
Position Title:		
Working	Tax Financial Manager	DEPT: Auditor
Title:		
Pay Grade:	20	
Reports To:	City Auditor	FLSA Status: Exempt
Revision Date:	02/20/2024	Civil Service Type: Classified

General Description:

Plans, directs, and supervises the city's central accounting and financial activities.

Essential Functions of Work

- Designated subject matter expert on city income tax for the City, Regional Income Tax Agency (RITA), Etna-Reynoldsburg Joint Economic Development Districts (JEDDs) and the State of Ohio.
- Interpret, administer and enforce City Tax Ordinances, City Tax agreements/Contracts, Federal Tax Code and the Ohio Revised Code.
- Manage third-party service contracts and agreements effectively (i.e., RITA, JEDD and other applicable city agreements).
- Monitor for potential legislative changes; monitor, research, analyze and present tax data; assist in drafting any legislation and attend council meetings as needed.
- Provide direction, leadership and guidance to individual and business taxpayers, tax professionals and the public of the City's and JEDD tax requirements, revenue, expenses and budgets.
- Maintain, protect, and secure all tax records at the highest level of confidentiality according to law.
- Prepares/audits municipal tax forms and reports for the city and JEDDs.
- Resolves various tax discrepancies, disputes and questions; final authority on penalty/interest abatements; reaches final tax case determination and presents the City's position to the Tax Board of Review.
- Audits/reconciles monthly tax receipts received from RITA and the State of Ohio.
- Deposits self-collected tax monies and follows appropriate procedures to transmit data to RITA.
- Communicate and collaborate regularly with RITA on tax accounts, revenue, and service of taxpayers.
- Audit and oversee, set up, collection, state and local reporting and disbursement of income tax for designated, specialized tax districts/zones as contractually obligated (i.e., CRAs, JEDDs, E-Zones).
- Preparation of quarterly reports detailing income and expenses of the JEDD Boards and coordination with City representative to the JEDD Boards on presentation of these reports.
- Coordinate any Board of Review and/or legal action with appropriate parties (i.e., City Auditor, City Attorney and RITA) and represent the City as necessary.
- Prepare reports to summarize and forecast tax receipts as requested.
- Prepare annual budget for Tax Department; monitors and manages Department's operating expenditures; balances city and JEDD tax revenue with General Ledger.
- Certify the City and JEDD municipal income tax rates and collections with the State of Ohio.
- Responsible for fiscal matters of the District including but not limited to preparing fiscal reports, paying expenses, receiving, safekeeping funds of the District and maintaining accurate accounts of receipts and expenditures.
- Presents quarterly to the JEDD Board of Trustees the tax receipts, distributions, expenses, appropriations, and budgets.
- Reconcile monthly JEDD and BIA bank statements and financial statements.

- Maintain records, correspondence, and board minutes and assist with public record requests.
- Responsible for all Purchase Orders and payments for Tax Department.
- Maintain records according to public record retention laws.
- Research, analyze, and prepare tax reconciliations, accounting entries, statistical reports, and annual audit information for the City and JEDDs.
- Maintain the City's real estate tax records, issues payment to County Treasurer and apply for exemptions.
- Attend professional tax organization meetings and training as necessary; complete continuing education requirements in accordance with the Ohio Revised Code.
- General Office Duties (i.e., correspondence; filing; customer service).

OTHER DUTIES AND RESPONSIBILITIES:

- Performs other related duties in order to accomplish the essential functions of the position.

Minimum Qualifications

Education:

- Completion of a Bachelor's degree from an accredited college, in Accounting, Business Administration, Finance, Public Administration or a closely related field.

Experience:

- Five years proven experience in federal, state or municipal income tax, payroll tax principles
- Comprehensive knowledge of Joint Economic Development, Enterprise Zones, Development and Compensation, Community Reinvestment Area, Tax Increment Financing agreements as they relate to State of Ohio and Federal income tax laws and regulations with municipal income tax;
- Must be bondable;
- Must pass an extensive background check.

Licensure or Certification Requirements:

- Valid Ohio driver's license preferred.

Knowledge/Skills and Abilities:

- **Knowledge of:**
- Knowledge of income tax ordinance, laws and other pertinent rules and regulations.
- Comprehensive knowledge of tax accounting/auditing/legal principles, practices and procedures.
- Considerable knowledge of the public policy aspects of local government.
- Thorough knowledge of financial office practices and procedures.
- Thorough knowledge of budgeting concepts, principles, practices and procedures.
- Thorough knowledge of State and Federal tax and financial reporting requirements.
- Knowledge of team-oriented, collaborative, participatory leadership concepts principles, practices and methods.
- Thorough knowledge of dispute resolution concepts, methods, principles, and practices.
- Knowledge of city government structure, municipal tax and accounting principles.

Skill in:

- Acquire skill in using the City's software accounting programs.
- Excellent auditing, forecasting, and analytical skills; ability to audit complex municipal return.
- Proficient in Microsoft Office programs with emphasis on Excel.
- Understanding of the theory, principles, methods and practices of accounting.

Ability to:

- Ability to establish and maintain effective working relationships with associates.
- Ability to read and interpret laws, rules and regulations.
- Able to work independently and manage time efficiently.

Working Conditions:

- Work is performed in a normal office environment.
- The incumbent's working conditions are typically moderately quiet

Physical demands:

- Sedentary: lift, push, and pull 10 pounds occasionally.

Inherently Hazardous or Physically Demanding Working Conditions (For purposes of O.R.C. 4167)

- Has contact with potentially violent or emotionally distraught persons.

Class Titles of Positions Directly Supervised:

N/A

Position Description Approval		Dates
Department Head Signature:		
Human Resources Director Signature:		
Mayor Signature (Required for Director positions):		

Employee Acknowledgement and Receipt

I confirm that I have received a copy of this job description and understand the requirements, essential functions and duties of the position.

Print Employee Name

Employee Signature

____/____/____
Date

Position Description

Ordinance	Senior Accountant	Employee Type: Full-Time (40-hr week)
Position Title:		
Working	Senior Accountant	DEPT: Auditor
Title:		
Pay Grade:	17	
Reports To:	Finance Manager	FLSA Status: Exempt
Revision Date:	11/7/2022	Civil Service Type: Classified

General Description:

Under the direction of the Finance Manager, performs a variety of accounting and auditing functions. Oversees the office in the absence of the Finance Manager.

Essential Functions of Work

- Performs initial reconciliation in NWS bank rec module. Check off o/s checks, ACH payments and receipts; deposits, transfers.
- Audit and post daily receipts for Auditor and Utility departments.
- Review Ordinance requests for proper account numbers and language.
- Review change orders for Contracts to ensure funds availability prior to Auditor signing.
- Document asset purchases, deletions and transfers; maintain inventory of capital equipment, provide departments with asset tags on purchases.
- Prepare and post journal entries when necessary for additional appropriations, corrections and transactions.
- Maintain and audit original contracts received in the Auditor's office to the corresponding Ordinances and Purchase Orders.
- Prepare and Audit payroll quarterly and annual reports.
- Complete internal reports as requested, revise and update reports to be more useful and efficient.
- Review and recommend system and procedures to ensure an efficient flow of transactions ensuring compliance with laws, regulations, contracts and generally accepted accounting principles.
- Monitor financial data including appropriations, expenditures, encumbrances and invoice payment requests to determine proper coding
- Prepares or participates in the preparation of data, journal entries and documentation for City's Annual Comprehensive Financial Report
- Prepares or participates in the preparation of monthly journal entries and reports in compliance with all applicable laws, rules and regulations.
- Participates with maintaining the Chart of Accounts; assign and maintain CIP project numbers.
- Assists Finance Manager with the preparation and filing of the Annual W-2, 1099, and 1065 forms.
- Prepares or participates in the monthly reporting and payments to retirement systems
- Assist with annual budget process
- Responsible for reporting of assets and inventories in the City's Annual Comprehensive Financial Report.
- Manage department and staff when Finance Manager out of office
- Performs other related duties as assigned

Minimum Qualifications

Education

- Completion of a Bachelor's degree in accounting, or business administration or related field.

Experience

- Five (5) years of previous experience in accounting or auditing; or an equivalent combination of education, training and experience.
- Working knowledge of payroll requirements, rules and reports.
- Clear understanding of rules for Fair Labor Standards, Workers Compensation, and pension requirements.
- Municipal government experience preferred.
- High-level knowledge of income tax collections, TIF's, JEDDS and CRC's preferred but not required.

Licensure or Certification Requirements

- CPA or CGFM certifications preferred or working towards certification

Required Skills/Abilities:

- Knowledge of generally accepted accounting principles, practices and procedures. Preferably with a focus on public administration.
- Knowledge of internal accounting controls, practices and procedures.
- Knowledge of microcomputer software applications such as Excel and Microsoft Word.
- Knowledge of windows based Financial Software, preferably New World Systems or other Tyler Technology Software.
- Ability to communicate clearly in written, verbal and graphic forms.
- Ability to work independently; be a self-starter and develop solutions to accounting issues as they arise.
- Ability to prepare financial reports and statements and analyze financial transactions for appropriate journal entries and budget amendments.
- Have the ability to interpret union contracts to determine proper handling of contract requirements.
- Ability to maintain an effective working relationship with all city departments
- Ability to gain knowledge of the Auditor's office in order to assist other departments with accounting inquiries and procedures.
- Skilled in office equipment and procedures.
- Acquire knowledge of the City's timekeeping systems, credit card collections and other software used in financial data.

Working Conditions:

- Work is performed in a normal office environment.
- The incumbent's working conditions are typically moderately quiet.

Position Description

Ordinance	Accountant	Employee Type: Full-Time (40-hr week)
Position Title:		
Working	Accountant	DEPT: Auditor
Title:		
Pay Grade:	15	
Reports To:	Finance Manager	FLSA Status: Non-Exempt
Revision Date:	10/05/2024	Civil Service Type: Classified

General Description:

Under the direction of the Finance Manager. Performs a variety of accounting, budgeting, and expenditure control. Work involves the application of Generally Accepted Accounting Principles (GAAP), Governmental Accounting Standards Board (GASB) Statements, Ohio Revised Code (ORC), codified ordinances, fund accounting, internal controls, and accounting systems.

Essential Functions of Work

- Provide financial services to all City departments
- Assist in the maintenance, testing, conversion, and training of an integrated accounting system
- Responsible for coordinating critical functions within the Finance Department including, but not limited to encumbrances, procurement card transactions, accounts payable, accounts receivable, capital assets, and issuing 1099's.
- Assist in preparation of data and documents for annual audit.
- Recommends systems and procedures to ensure the efficient flow of transactions and to ensure compliance with laws, regulations, contracts, and generally accepted accounting principles.
- Performs the reconciliation of multiple bank accounts.
- Furnishes internal reports as requested, revises and updates reports to be more useful and efficient.
- Maintain the Capital Asset Policy Manual and insures all City departments understand and are adhering to the policies and procedures.
- Performs other related duties and assigned.

Minimum Qualifications

- Completion of an Associates or Bachelor's degree in accounting or related field.
- Two (2) to Three (3) years of progressively responsible accounting related experience.

Required Skills/Abilities:

- Knowledge of the principles and practices of governmental accounting and budgeting.
- Knowledge of the laws, rules and regulations controlling budgetary fiscal record keeping.
- Knowledge of internal accounting controls, practices and procedures.
- Ability to maintain confidentiality
- Ability to plan and organize workloads and recommend process improvements.

- Ability to prepare accounting reports through use of queries from existing databases and spreadsheet software.
- Ability to analyze, evaluate, and develop accounting solutions involving policy and procedures.
- Ability to communicate clearly and concisely, both verbally and in writing.
- Ability to establish and maintain effective working relationships with other employees, officials, and the general public.
- Ability to work independently; be a self-starter and develop solutions to accounting issues as they arise.

Working Conditions:

- Work is performed in a normal office environment.
- The incumbent's working conditions are typically moderately quiet.

Class Titles of Positions Directly Supervised:

N/A

Position Description Approval	Dates
Department Head Signature:	
Human Resources Director Signature:	
Mayor Signature (Required for Director positions):	

Employee Acknowledgement and Receipt

I confirm that I have received a copy of this job description and understand the requirements, essential functions and duties of the position.

 Print Employee Name

 Employee Signature

____/____/____
 Date

Position Description

Ordinance Position Title:	Auditor's Secretary/Payroll Specialist	Employee Type: Full-Time (30-hr week)
Working Title:	Auditor's Secretary/Payroll Specialist	DEPT: Auditor
Pay Grade:	10	
Reports To:	Finance Manager	FLSA Status: Non-Exempt
Revision Date:	4/10/2024	Civil Service Type: Classified

General Description:

Under the direction of the Finance Manager, mainly performs payroll functions with some basic accounting duties and general office duties.

Essential Functions of Work

- Process payroll bi-weekly and monthly payroll; including reviewing hours worked for accuracy, leave balances, processing to bank and completing appropriate reports
- Set up new employees and make updates into payroll and accounting systems, which may include accruals, leave balances, income tax withholdings, medical, dental, vision and life insurance. Calculate prior service credit, military differential pay. Update systems to reflect changes.
- Maintaining independent contractors' records, filing appropriate documents with retirement systems.
- Verify pay rates, withholdings are correct.
- Maintain detailed records for employees for payroll that include all required and elected deductions and taxes.
- Review and update payroll information to reflect bargaining unit contracts, Chapter 160 and Personnel Procedure Manual changes that affect payroll or benefits.
- Runs numerous reports after processing payroll on a bi-weekly, quarterly, and annual basis as needed.
- Deposits and balance various payments
- Process payment of purchase orders for assigned accounts.
- Process online payments, reconcile to bank, and enter date into the financial systems.
- Maintain assigned records and payments (i.e.; Visitor's bureau, senior center, etc.)
- Performs a variety of clerical tasks: composes and edits correspondence relative to assigned work
- Responds to telephone inquiries; greets customers; responds to or refers complaints; answers general inquiries within established guidelines
- Prepare and distribute routine documents.
- Basic general accounting tasks, including balancing accounts, entering data, running reports, etc.
- Files purchase orders, invoices, check vouchers and other documents as assigned.
- Provides support to other staff (i.e., Auditor, Deputy Auditor, Senior Accountant) as required.
- Responsible for Auditor' Office record retention process; maintaining all record documents for the department.
- Performs other related duties as assigned

Minimum Qualifications

- High school diploma, GED, or equivalent
- Two (2) years' experience or training in payroll or bookkeeping/accounting; two (2) years' experience or training with personal computer.

Licensure or Certification Requirements

N/A

Required Skills/Abilities:**Knowledge of:**

- General knowledge of payroll processing
- Bookkeeping/accounting, public relations, office practices and procedures
- Inventory control
- Electronic spreadsheets.

Skill in:

- Operation of personal computer; operation of office equipment (e.g., fax, copier, postage meter, receipt validator, check encoder, credit card machine, depository encoder, calculator); Reynoldsburg computer programs.*

Ability to:

- Apply management principles to solve agency problems
- Interpret a variety of instructions in written, oral, picture, or schedule form; comprehend and record figures accurately
- Sort items into categories according to established methods; code items from one symbolic form to another
- Communicate effectively
- Answer routine complaints from public
- Cooperate with co-workers in office unit.

Working Conditions:

- Work is performed in a normal office environment.
- The incumbent's working conditions are typically moderately quiet.

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

Has contact with potentially violent or emotionally distraught persons.

PHYSICAL DEMANDS:

Sedentary: lift, push, pull 10 pounds occasionally.

CLASS TITLES OF POSITIONS DIRECTLY SUPERVISED:

N/A

City of Reynoldsburg, Ohio

Chapter 160

Employee Compensation

01/01/20~~24~~25

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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
Budget Director	1	Unclassified	22
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 20
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	16 18
Asst. Clerk of Council	1 p/t	Unclassified	10
Tax Administrator	1	Classified	17
Deputy Auditor	1	Unclassified	15-A
Auditor Secretary/Payroll Specialist	1 F/T (3/4)	Unclassified	10 14A
Finance Manager	1	Classified	22
Senior Accountant	1	Classified	17
Accountant	1	Classified	15
Civil Service			
Administrative Assistant	2 p/t	Unclassified	15
Public Information/Special Events			
Manager- Director	1	Unclassified	18 22
Public Information Specialist	1	Classified	10
Special Events Coordinator	1	Classified	8
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 13

Court Specialist	1	Classified	10
Command & Staff Administrative Assistant	1	Classified	11 14
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
<u>GIS Administrator</u>	<u>1</u>	<u>Classified</u>	<u>17</u>
Administrative Assistant	1	Unclassified	13
Administrative Assistant Front Desk	1	Classified	8
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	15A
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 <u>28.92</u>	\$49.44 <u>53.40</u>
15-A	\$28.84 <u>29.99</u>	\$51.50 <u>55.62</u>
16	\$29.87 <u>31.06</u>	\$53.56 <u>57.85</u>
17	\$30.90 <u>32.14</u>	\$57.68 <u>62.29</u>
18	\$31.93 <u>33.21</u>	\$59.74 <u>64.52</u>
19	\$32.96 <u>34.28</u>	\$61.80 <u>66.74</u>

20	\$33.99 <u>35.35</u>	\$63.86 <u>68.97</u>
21	\$41.20 <u>42.85</u>	\$65.92 <u>71.19</u>
22	\$43.26 <u>44.99</u>	\$67.98 <u>73.42</u>

(c) Senior Police Management

Pay Grade	Minimum	Maximum
24A	\$ 52.53 <u>54.63</u>	\$ 72.10 <u>77.87</u>
26A	\$ 57.58 <u>59.88</u>	\$ 77.25 <u>85.52</u>

(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	\$ 75.00
Class II	\$100.00
Class III	\$150.00

(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 Personal Day will calculate to your normal workday hours (ie. if your normal workday is a ten (10) hour day you will receive a ten (10) hour Personal Day; if your normal workday is an eight (8) hour workday you will receive an eight (8) hour Personal Day; if your normal workday is a six (6) hour workday you will receive a six (6) hour 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. Nonexempt (Hourly): Employees that fall into the non-exempt status, either by ordinance or the federal Fair Labor Standards Act (FLSA), are paid a set wage on an hourly basis.
3. Part-time employees are expected to work their normally prescribed amount of work hours as determined by the City.

160.06 OVERTIME PAY

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

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

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

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

160.07 LONGEVITY

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 1 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 25, 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, Appropriating Funds Therefore, and Declaring an Emergency

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, Appropriating Funds Therefore, 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) 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. That an amount of \$246,200 be appropriated from the unappropriated America Rescue Plan Act fund (206) to account number 206.000.5659 Miscellaneous Infrastructure.

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 25, 2024

RE: An Ordinance to Make Final Appropriations for Expenses and Other Expenditures for the City of Reynoldsburg, State of Ohio, During the Fiscal Year Ending December 31, 2025, and Declaring an Emergency

APPROVALS:

Joe Begeny
Stephen Cicak
Chris Shook
Mollie Prasher

EMERGENCY:

three-read emergency

REASON FOR EMERGENCY:

That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the City and further to have the budget in place on January 1, 2025.

STAFF REPORT:

AN ORDINANCE TO MAKE FINAL APPROPRIATIONS FOR EXPENSES AND EXPENDITURES OF THE CITY OF REYNOLDSBURG, STATE OF OHIO, DURING FISCAL YEAR ENDING DECEMBER 31, 2025, AND DECLARING AN EMERGENCY

WHEREAS, appropriations are required effective January 1, 2025 to provide for the expenses and other expenditures associated with the operation of the City of Reynoldsburg for the fiscal year ending December 31, 2025.

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

SECTION 1: That the following appropriations are hereby made in the General Fund

Department	#	Personal Services (5100)	Supplies (5200)	Services (5300)	Debt (5400)	Other (5500)	Capital Purchases (5600)
TRANSFERS	110						
POLICE	111	14,162,764	595,500	1,429,700			567,000
MECHANIC	290	251,779	143,200	83,500			
PARKS & RECR.	340	1,861,098	427,270	660,036			263,150
SENIOR CENTER	343	200,767	16,450	146,780			
COMMUNITY EVENTS	344	231,533	53,500	656,500			32,000
SERVICE	448	1,182,856	42,500	1,657,200			12,000
BUILDING	479	820,712	18,500	282,500			26,000
MAYOR	522	430,723	1,450	91,700			2,500
CIVIL SERVICE	534	86,185	3,500	41,000			4,000
CITY AUDITOR	545	715,313	6,500	160,667			4,000
CITY ATTORNEY	554	731,002	7,400	155,732			9,000
CITY COUNCIL	571	250,013	2,000	58,950			5,000
DEVELOPMENT	580	536,106	6,250	280,700			5,000
HUMAN RE.	582	243,613	25,500	83,600			3,000
COMPUTER	584		13,250	1,556,260			341,050
CLERK OF COURTS	593	378,957	4,100	90,350			1,000
GENERAL ADMIN.	595	254,275	9,000	1,092,159			34,500
PUBLIC HEALTH	810			415,050			
GENERAL FUND		22,337,696	1,375,870	8,942,384	0	0	1,309,200

SECTION 2. That the following appropriations are hereby made in the following

Fund	#	Personal Services (5100)	Supplies (5200)	Services (5300)	Debt (5400)	Other (5500)	Capital Purchases (5600)	
INCOME TAX	220	149,588	3,000	93,450		1,110,000	750	
COURT COMPUTER	211		15,000	50,500				
STREET	260	909,285	383,500	287,760			503,000	
STATE HIGHWAY	270		77,500	37,850				
COPS IN SCHOOL	282							
LAW ENFORCEMENT	290							
DRUG ENFORCEMENT	291							
SAFETY BELT PROG	292							
DUI/EDUCATION	293							
FEDERAL FORFEITURE	294							
LAW ENFORC/ASST	295							
EDWARD BYRNE	297							
WATER	710	708,751	262,500	7,286,750	516,725		735,000	
WASTEWATER	720	573,901	147,500	7,182,750	344,380		715,000	
STORM WATER	740	359,945	68,600	1,363,820	467,092		250,000	
REFUSE COLL.	750			2,770,000				
PERMISSIVE LIC.	230							
POLICE PENSION	240	350,000				4,500		
SEWER CAPACITY	250							
GENERAL DEBT	310				3,416,866			
S. A. DEBT	320							
TAYLOR SQ. DEBT	330							
EMPLOYEE FUND	690							
JEDD1	941					700,000		
JEDD2	942					150,000		
JEDD3	943					800,000		
JEDD 4	944					250,000		
JEDD 7	947					360,000		
Taylor Sq Tif	970			0		0		
BRICE-MAIN DEBT	971			2,000	0	265,000		
KROGER TIF DEBT	972							
SUMMIT RD TIF #1	973			1,000				
TAYLOR RD TIF #1	974			1,000				
TAYLOR RD TIF #2	975			500				
BROAD STREET TIF	976			3,000				
2018 Main St/Brice RD TIF	977			40,000				
TOTALS		3,051,470	957,600	19,120,380	4,745,063	3,639,500	2,203,750	

SECTION 3. That the income tax revenues shall be appropriated and disbursed pursuant to Ordinance No. 68-17 adopted by Reynoldsburg City Council on July 10, 2017.

SECTION 4. That the unencumbered balances as of December 31, 2024 shall be and are appropriated in the Fiduciary Funds, the Capital Improvement Project Funds, and are credited to the Fiduciary Funds shall be appropriated upon receipt to the proper associated accounts. That the 2024 capital project encumbrances funded by OPWC are reappropriated. The ending balance in the Water and Wastewater CIP revenue accounts prior year shall be appropriated in the general project account for the specific funds to be used later for approved projects.

SECTION 5. That the amounts of public contributions and reimbursements to the City shall be appropriated upon receipt to the proper associated accounts.

SECTION 6. That the amount of \$1,000,000 shall be and is hereby appropriated in the Square School TIEF Fund (970) to comply with the TIF agreement.



2025 BUDGET YEAR

Submitted by Joseph Begeny

City of Reynoldsburg
2025 Budget Request

BUDGET	DEPARTMENT	Personal Services	Supplies	Services	Debt	Other	Capital Purchases	2025 Budget Request	2025 Estimated Revenue	2024 Final-prel Budget	2023 Actual Expense	2022 Actual Expense	2021 Actual Expense	2020 Actual Expense	2019 Actual Expense
		(5100)	(5200)	(5300)	(5400)	(5500)	(5600)								
110-111-0000	POLICE	14,162,764	595,500	1,429,700	0	0	587,000	16,754,964	0	16,010,301	13,937,196	12,971,334	12,214,551	9,291,754	11,318,958
110-290-0000	MECHANIC	251,779	143,200	83,500	0	0	0	478,479	0	467,890	230,146	136,371	240,443	333,150	303,176
110-340-0000	PARKS & RECR.	1,861,098	427,270	660,036	0	0	263,150	3,211,554	0	2,697,060	2,090,004	1,846,665	1,672,123	1,335,150	1,634,408
110-343-0000	SENIOR CENTER	200,767	16,450	146,780	0	0	0	363,937	0	237,544	208,990	163,851	163,851	164,183	236,035
110-344-0000	COMMUNITY EVENTS	231,533	53,500	656,500	0	0	32,000	973,533	0	804,294	627,612	415,872	358,463	133,087	257,693
110-448-0000	SERVICE	1,182,856	42,500	1,657,200	0	0	12,000	2,894,556	0	2,218,293	1,593,576	1,202,206	1,255,024	1,111,714	1,028,522
110-479-0000	BUILDING	820,712	18,500	282,500	0	0	26,000	1,147,712	0	1,447,821	956,947	709,785	585,533	525,957	482,464
110-522-0000	MAYOR	430,723	1,450	91,700	0	0	2,500	526,373	0	441,606	409,448	302,709	239,971	211,945	172,935
110-534-0000	CIVIL SERVICE	86,185	3,500	41,000	0	0	4,000	134,685	0	124,341	97,363	94,514	82,400	82,398	97,007
110-545-0000	CITY AUDITOR	715,313	6,500	160,667	0	0	4,000	886,480	0	736,797	592,589	462,664	449,050	456,964	421,097
110-554-0000	CITY ATTORNEY	731,002	7,400	155,732	0	0	9,000	903,134	0	879,674	697,766	655,245	663,151	662,205	618,275
110-571-0000	CITY COUNCIL	250,073	2,000	58,950	0	0	5,000	315,963	0	276,512	236,628	233,272	215,642	210,592	216,907
110-571-0000	CITY COUNCIL	536,106	6,250	280,700	0	0	5,000	828,056	0	809,470	539,297	390,044	437,990	449,623	489,815
110-580-0000	DEVELOPMENT	243,613	25,500	83,600	0	0	3,000	355,713	0	294,268	259,351	170,608	159,767	160,024	151,446
110-580-0000	HUMAN RESOURCES	0	13,250	1,556,260	0	0	341,050	1,970,560	0	1,600,150	768,608	562,439	498,730	489,865	609,667
110-584-0000	COMPUTER	378,957	4,100	90,350	0	0	1,000	474,407	0	411,504	396,107	376,803	358,615	372,852	340,109
110-593-0000	CLERK OF COURTS	0	0	1,092,159	0	0	34,500	1,389,934	0	1,400,350	778,126	1,185,842	580,705	926,927	850,164
110-595-0000	GENERAL ADMIN.	254,275	9,000	1,092,159	0	0	0	415,050	0	413,000	392,633	351,003	343,974	333,255	319,732
110-810-0000	PUBLIC HEALTH	0	0	415,050	0	0	0	415,050	0	413,000	392,633	351,003	343,974	333,255	319,732
TOTAL	GENERAL FUND	22,337,696	1,375,670	8,942,384	0	0	1,309,200	33,965,150	36,774,718	31,270,875	24,809,550	22,276,266	20,519,983	17,142,905	19,547,410
220-564-0000	INCOME TAX	149,588	3,000	93,450	0	1,110,000	750	1,356,788	890,950	1,145,247	426,056	471,949	748,094	348,645	490,078
260-268-0000	STREET	909,285	383,500	287,760	0	0	503,000	2,083,545	2,165,000	1,510,011	1,596,484	1,154,529	1,191,097	1,899,634	1,104,328
270-268-0000	STATE HIGHWAY	0	77,500	37,850	0	0	0	115,350	174,500	115,350	51,348	93,722	96,371	68,840	91,171
710-735-0000	WATER	708,751	262,500	7,286,750	516,725	0	735,000	9,509,726	7,631,000	8,414,055	7,394,722	6,574,410	6,618,427	7,044,172	6,457,825
720-736-0000	WASTEWATER	573,901	147,500	7,182,750	344,380	0	715,000	8,963,931	7,260,000	8,030,990	7,131,946	6,592,201	6,398,400	6,471,285	5,523,076
740-737-0000	STORM WATER	359,945	68,600	1,363,820	467,092	0	250,000	2,509,457	2,161,000	1,855,129	2,044,042	1,438,140	1,637,859	1,808,481	1,958,571
750-738-0000	REFUSE COLL.	0	0	2,770,000	0	0	0	2,770,000	2,575,000	2,845,000	2,633,535	2,716,520	2,403,719	2,269,685	2,091,276
230-000-0000	PERMISSIVE LIC.	0	0	0	0	0	0	0	0	0	227,253	153,263	153,158	152,949	202,836
240-000-0000	POLICE PENSION	350,000	0	0	0	4,500	0	354,500	278,250	354,500	303,194	153,263	153,158	152,949	202,836
250-000-0000	SEWER CAPACITY	0	0	0	0	0	0	0	352,300	250	0	0	33,615	62,776	64,382
TOTALS	TOTALS	3,051,470	942,600	19,022,380	1,328,197	1,114,500	2,203,750	27,662,897	23,468,000	24,270,532	21,808,580	19,194,734	20,830,740	19,926,467	17,983,543
211-000-0000	COURT COMPUTER	0	15,000	50,500	0	0	0	65,500	15,000	66,500	53,281	110,644	22,637	18,989	15,474
282-111-0000	COPS IN SCHOOL	0	0	0	0	0	0	0	0	0	1,632	0	0	0	62,216
290-111-0000	LAW ENFORCEMENT	0	0	0	0	0	0	0	20,000	0	0	0	0	0	0
291-111-0000	DRUG ENFORCEMENT	0	0	0	0	0	0	0	0	0	0	0	0	0	0
292-111-0000	SAFETY BELT PROG	0	0	0	0	0	0	0	0	0	0	0	0	0	881
293-111-0000	DUI/EDUCATION	0	0	0	0	0	0	0	2,000	0	150,100	0	0	0	0
294-111-0000	FEDERAL FORFEITURE	0	0	0	0	0	0	0	1,000	0	194	0	0	0	0
295-111-0000	LAW ENFORCE/ASST	0	0	0	0	0	0	0	15,000	0	0	0	0	0	0
297-111-0000	EDWARD BYRNE	0	0	0	0	0	0	3,416,866	3,843,742	2,667,559	2,796,516	2,982,133	3,014,313	3,055,518	3,123,629
310-000-0000	GENERAL DEBT	0	0	0	0	0	0	0	0	0	0	0	0	0	0
320-000-0000	S.A. DEBT	0	0	0	0	0	0	0	0	0	567,005	573,901	570,473	571,828	567,861
330-000-0000	TAYLOR SQ. DEBT	0	0	0	0	0	0	0	0	0	580	0	0	0	0
690-000-0000	EMPLOYEE FUND	0	0	0	0	0	0	0	0	0	0	0	0	0	0
941-000-0000	JEDD1	0	0	0	0	0	0	700,000	600,000	670,000	446,264	645,733	111,281	59,397	1
942-000-0000	JEDD2	0	0	0	0	0	0	150,000	125,000	125,000	800,900	201,824	87,932	35,129	1
943-000-0000	JEDD3	0	0	0	0	0	0	800,000	600,000	630,000	333,538	546,617	164,661	180,302	212
944-000-0000	JEDD4	0	0	0	0	0	0	250,000	200,000	247,000	57,528	41,871	6,800	528	0
947-000-0000	JEDD7	0	0	0	0	0	0	360,000	360,000	358,000	265,821	262,642	112	112	23,300
970-000-0000	Taylor Sq Tif	0	0	0	0	0	0	267,000	275,000	7,000	1,635,470	26,686	19,305	1,749,595	85,129
971-000-0000	BRICE-MAIN DEBT	0	0	2,000	0	0	0	0	0	0	206,995	103,978	81,502	133,494	85,129
972-000-0000	KROGER TIF DEBT	0	0	1,000	0	0	0	1,000	45,000	1,500	523	535	553	410	378
973-000-0000	SUMMIT RD TIF #1	0	0	1,000	0	0	0	1,000	99,000	1,000	1,342	416	271	269	269
974-000-0000	TAYLOR RD TIF #1	0	0	500	0	0	0	500	35,000	400	434	26	23	16	16
975-000-0000	TAYLOR RD TIF #2	0	0	3,000	0	0	0	3,000	200,000	3,000	1,850	1,850	1,850	1,850	1,850
976-000-0000	BROAD STREET TIF	0	0	40,000	0	0	0	40,000	1,500,000	5,201,959	7,449,973	5,497,006	4,079,848	5,861,288	3,879,366
977-000-0000	2018 Main St Brice Rd TIF	0	15,000	59,000	0	0	0	6,054,866	9,643,242	5,201,959	7,449,973	5,497,006	4,079,848	5,861,288	3,879,366
TOTAL MISC FUNDS	TOTAL MISC FUNDS	0	15,000	59,000	3,416,866	2,525,000	0	6,054,866	9,643,242	5,201,959	7,449,973	5,497,006	4,079,848	5,861,288	3,879,366

ORDINANCE NO.

PASSED

ORDINANCE TO MAKE A FINAL APPROPRIATION FOR CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF REYNOLDSBURG, STATE OF OHIO, DURING THE FISCAL YEAR ENDING DECEMBER 31, 2025 AND DECLARING AN EMERGENCY

WHEREAS, various appropriations are required effective January 1, 2025, to provide for the current expenses and other expenditures associated with the operations of the City for the fiscal year ending December 31, 2025.

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

SECTION 1. That the following appropriations are hereby made in the General Fund (110):

Department	#	Personal Services	Supplies	Services	Debt	Other	Capital Purchases	2025 Budget
		(5100)	(5200)	(5300)	(5400)	(5500)	(5600)	Request
TRANSFERS	110							0
POLICE	111	14,162,764	595,500	1,429,700			567,000	16,754,964
MECHANIC	290	251,779	143,200	83,500				478,479
PARKS & RECR.	340	1,861,098	427,270	660,036			263,150	3,211,554
SENIOR CENTER	343	200,767	16,450	146,780				363,997
COMMUNITY EVENTS	344	231,533	53,500	656,500			32,000	973,533
SERVICE	448	1,182,856	42,500	1,657,200			12,000	2,894,556
BUILDING	479	820,712	18,500	282,500			26,000	1,147,712
MAYOR	522	430,723	1,450	91,700			2,500	526,373
CIVIL SERVICE	534	86,185	3,500	41,000			4,000	134,685
CITY AUDITOR	545	715,313	6,500	160,667			4,000	886,480
CITY ATTORNEY	554	731,002	7,400	155,732			9,000	903,134
CITY COUNCIL	571	250,013	2,000	58,950			5,000	315,963
DEVELOPMENT	580	536,106	6,250	280,700			5,000	828,056
HUMAN RE.	582	243,613	25,500	83,600			3,000	355,713
COMPUTER	584		13,250	1,556,260			341,050	1,910,560
CLERK OF COURTS	593	378,957	4,100	90,350			1,000	474,407
GENERAL ADMIN.	595	254,275	9,000	1,092,159			34,500	1,389,934
PUBLIC HEALTH	810			415,050				415,050
GENERAL FUND		22,337,696	1,375,870	8,942,384	0	0	1,309,200	33,965,150

SECTION 2. That the following appropriations are hereby made in the following funds:

Fund	#	Personal Services	Supplies	Services	Debt	Other	Capital Purchases	2025 Budget
		(5100)	(5200)	(5300)	(5400)	(5500)	(5600)	Request
INCOME TAX	220	149,588	3,000	93,450		1,110,000	750	1,356,788
COURT COMPUTER	211		15,000	50,500				65,500
STREET	260	909,285	383,500	287,760			503,000	2,083,545
STATE HIGHWAY	270		77,500	37,850				115,350
COPS IN SCHOOL	282							0
LAW ENFORCEMENT	290							0
DRUG ENFORCEMENT	291							0
SAFETY BELT PROG	292							0
DUI/EDUCATION	293							0
FEDERAL FORFEITURE	294							0
LAW ENFORC/ASST	295							0
EDWARD BYRNE	297							0
WATER	710	708,751	262,500	7,286,750	516,725		735,000	9,509,726
WASTEWATER	720	573,901	147,500	7,182,750	344,380		715,000	8,963,531
STORM WATER	740	359,945	68,600	1,363,820	467,092		250,000	2,509,457
REFUSE COLL.	750			2,770,000				2,770,000
PERMISSIVE LIC.	230							0
POLICE PENSION	240	350,000				4,500		354,500
SEWER CAPACITY	250							0
GENERAL DEBT	310				3,416,866			3,416,866
S. A. DEBT	320							0
TAYLOR SQ. DEBT	330							0
EMPLOYEE FUND	690							0
JEDD1	941					700,000		700,000
JEDD2	942					150,000		150,000
JEDD3	943					800,000		800,000
JEDD 4	944					250,000		250,000
JEDD 7	947					360,000		360,000
Taylor Sq Tif	970			0		0		0
BRICE-MAIN DEBT	971			2,000	0	265,000		267,000
KROGER TIF DEBT	972							0
SUMMIT RD TIF #1	973			1,000				1,000
TAYLOR RD TIF #1	974			1,000				1,000
TAYLOR RD TIF #2	975			500				500
BROAD STREET TIF	976			3,000				3,000
2018 Main St/Brice RD TIF	977			40,000				40,000
TOTALS		3,051,470	957,600	19,120,380	4,745,063	3,639,500	2,203,750	33,717,763

SECTION 3. That the Income Tax Revenues shall be appropriated and disbursed pursuant to Ordinance No. 68-17 adopted by Reynoldsburg City Council on July 10, 2017.

SECTION 4. That the unencumbered balances as of December 31, 2024 shall be and are hereby appropriated in the Fiduciary Funds, and the Capital Improvement Project Funds, and that the revenues credited to the Fiduciary funds shall be appropriated upon receipt to the proper associated accounts. That the 2024 capital project encumbrances funded by OPWC are hereby reappropriated. The ending balance in the Water and Wastewater CIP revenue accounts for prior year will be appropriated in the general project account for the specific funds to be used later for approved projects.

SECTION 5. That the amounts of public contributions and reimbursements to the City shall be appropriated upon receipt to the proper associated accounts.

SECTION 6. That the amount of \$ 1,000,000 shall be and is hereby appropriated in the Taylor Square School TIEF Fund (970) to comply with the TIF agreement.

SECTION 7. That the amount of \$200,000 shall be and is hereby appropriated in the Brice-Main TIF Fund (971) to comply with the TIF agreement.

SECTION 8. That the City Auditor is hereby authorized to draw warrants on the appropriate funds, for payments from any of the foregoing appropriations, upon receiving proper certificates and vouchers therefore, approved by the officers authorized by law to approve same, or an ordinance of Council to make the expenditures; provided that no warrants shall be drawn or paid for salaries or wages except to persons employed by authority of and in accordance with law or ordinance.

SECTION 10. That the effective date of the appropriations in this ordinance shall be January 1, 2025.

SECTION 11. That this ordinance is deemed to be an emergency measure necessary for the financial needs of the city and further for the reason that final appropriations for operation of the City beginning January 1, 2025 must be adopted by City Council prior to April 1, 2025; wherefore, upon adoption by Council this ordinance shall be in effect upon the signature by the Mayor. | |

2025 General Fund Budget

Final Budget Comments

CITY OF REYNOLDSBURG

2025 Mayor's Entry Department Entry Comments

Account Number	Account Description	2024 Amended Budget	2024 Actual Amount	2025 Mayor's Entry	Department Entry Comments
Fund: 110 - General Fund					
EXPENSES					
Department: 111 - Police Division					
5100 - Personal Services					
5102	Wages-Staff	1,311,563.00	1,178,014.88	1,452,880.00	
5104	Wages-Part time	142,927.00	135,519.16	154,189.00	
5105	Overtime	365,000.00	246,353.61	365,000.00	
5106	Longevity	60,450.00	48,100.00	61,950.00	
5107	Wages-Allocated	0.00	485,614.78	0.00	
5109	HSA Employer Funding	383,732.00	356,460.57	390,088.00	
5111	Wages Chief	156,770.00	138,592.81	169,562.00	
5113	Wages Enforcement	7,835,091.00	6,627,333.29	8,171,055.00	
5151	PERS Contribution	205,932.00	161,504.28	226,858.00	
5152	PFDPF Contribution	1,286,121.00	1,260,559.10	1,353,972.00	
5155	PERS Pickup	60,026.00	49,592.46	64,315.00	
5161	Group Insurance	1,671,849.00	1,223,433.99	1,605,822.00	
5166	Medicare	143,140.00	126,668.53	146,973.00	
Account Classification Total: 5100 - Personal Services		\$13,622,601.00	\$12,037,747.46	\$14,162,764.00	
5200 - Supplies					
5201	Office Supplies	15,434.35	9,130.97	13,000.00	
5202	Photo Copy Supplies	4,479.80	3,567.40	3,500.00	
5203	Computer Supplies	25,109.49	12,831.93	23,000.00	
5205	Small Tools/Minor Equipment	11,621.84	11,832.21	15,000.00	
5206	Evidence	10,000.00	1,500.00	10,000.00	
5207	Law Enforcement Supplies	141,850.26	101,459.57	147,000.00	
5213	Repair and Maintenance Supplies	17,778.78	11,929.31	17,000.00	
5241	Uniforms-Purchased	197,375.08	112,407.97	187,000.00	
5251	MV Gas and Oil	183,267.36	107,962.59	180,000.00	
Account Classification Total: 5200 - Supplies		\$606,916.96	\$372,621.95	\$595,500.00	
5300 - Services					
5311	Utilities	186,063.22	116,761.37	150,000.00	
5321	Professional Training	157,916.00	118,290.10	188,000.00	
5323	Publications	36,000.00	10,257.96	31,000.00	
5324	Professional Association Dues	4,000.00	2,957.50	7,000.00	
5325	Educational Assistance	10,952.80	4,581.40	15,000.00	
5339	Misc Contract Services	92,961.08	46,050.88	107,000.00	
5351	Liability Insurance Deductible	65,311.40	17,124.24	50,000.00	
5361	Building Repair/Maintenance	131,557.11	56,380.01	498,000.00	
5362	Equipment Maintenance	99,430.48	53,033.88	80,000.00	
5363	MV Repair/Maintenance-External	52,967.25	(6,158.59)	52,000.00	
5364	MV Repair/Maintenance-Internal	0.00	3,334.39	0.00	
5366	Computer Maintenance	3,000.00	0.00	3,000.00	
5375	Prisoner Care	116,725.00	107,939.34	108,000.00	
5391	Postage	8,000.00	2,791.92	8,000.00	
5392	Fingerprinting Services	700.00	293.25	700.00	
5393	L.E.A.D.S Terminal	8,600.00	6,600.00	8,000.00	
5395	Printing/Advertising	36,000.00	9,377.09	38,000.00	
5396	Uniform Cleaning/Repairs	75,455.15	20,609.80	60,000.00	
5399	Other Miscellaneous Services	23,204.84	9,593.08	26,000.00	
Account Classification Total: 5300 - Services		\$1,108,844.33	\$579,817.62	\$1,429,700.00	

5600 - Capital Purchases				
5631	Furniture and Fixtures	10,000.00	3,709.92	10,000.00
5632	Motor Vehicles	961,404.91	710,818.16	300,000.00
5633	Machinery and Equipment	22,351.38	15,293.90	27,000.00
5634	Unmarked Vehicles	34,000.00	32,492.20	60,000.00
5639	Other Equipment	291,767.50	201,359.89	170,000.00
Account Classification Total: 5600 - Capital Purchases		\$1,319,523.79	\$963,674.07	\$567,000.00
Department: 290 - Mechanic				
5100 - Personal Services				
Department Total: 111 - Police Division				
Account Classification Total: 5100 - Personal Services		\$13,953,861.10	\$13,953,861.10	\$16,754,964.00
5102	Wages-Staff	171,844.00	94,462.48	179,217.00
5105	Overtime	0.00	19.26	0.00
5109	HSA Employer Funding	8,000.00	4,000.00	8,000.00
5151	PERS Contribution	24,058.00	11,479.30	25,090.00
5161	Group Insurance	35,996.00	18,179.34	36,873.00
5166	Medicare	2,492.00	1,328.67	2,599.00
Account Classification Total: 5100 - Personal Services		\$242,390.00	\$129,469.05	\$251,779.00
5200 - Supplies				
5201	Office Supplies	200.00	0.00	200.00
5203	Computer Supplies	500.00	114.18	500.00
5205	Small Tools/Minor Equipment	5,203.69	3,867.87	3,000.00
5213	Repair and Maintenance Supplies	133,129.12	56,353.48	130,000.00
5299	Operating Materials and Supplies	9,500.00	5,306.16	9,500.00
Account Classification Total: 5200 - Supplies		\$148,532.81	\$65,641.69	\$143,200.00
5300 - Services				
5321	Professional Training	800.00	0.00	2,000.00
5362	Equipment Maintenance	3,000.00	0.00	3,000.00
5363	MV Repair/Maintenance-External	74,000.00	17,349.98	74,000.00
5397	Uniform Rental	2,077.03	1,049.83	2,000.00
5399	Other Miscellaneous Services	2,500.00	1,464.15	2,500.00
Account Classification Total: 5300 - Services		\$82,377.03	\$19,863.96	\$83,500.00
Department Total: 290 - Mechanic				
Account Classification Total: 290 - Mechanic		\$473,299.84	\$214,974.70	\$478,479.00
5100 - Personal Services				
5101	Salary-Elected Officials/Director	114,130.00	100,856.02	123,448.00
5102	Wages-Staff	839,566.00	676,638.01	1,055,685.00
5105	Overtime	15,000.00	8,936.65	15,000.00
5106	Longevity	6,600.00	5,600.00	6,600.00
5109	HSA Employer Funding	46,000.00	42,000.00	54,000.00
5141	Wages-Seasonal Labor	125,000.00	125,084.92	135,000.00
5151	PERS Contribution	153,341.00	108,187.08	186,443.00
5161	Group Insurance	225,170.00	173,643.06	265,554.00
5166	Medicare	15,954.00	12,868.65	19,368.00
Account Classification Total: 5100 - Personal Services		\$1,540,761.00	\$1,253,814.39	\$1,861,098.00
5200 - Supplies				
5201	Office Supplies	680.00	670.10	640.00
5203	Computer Supplies	475.00	170.14	475.00
5205	Small Tools/Minor Equipment	9,900.00	5,545.27	19,850.00
5209	Chemicals	51,800.00	51,806.28	65,965.00
5213	Repair and Maintenance Supplies	65,417.00	44,354.55	73,800.00
5215	Recreational Supplies	141,993.38	74,715.13	146,700.00
5241	Uniforms-Purchased	5,200.00	4,067.48	8,450.00
5251	MV Gas and Oil	30,761.82	20,388.75	31,900.00
5252	Aggregates	19,200.00	6,643.89	39,300.00

5299	Operating Materials and Supplies	25,560.00	23,197.69	40,190.00
Account Classification Total: 5200 - Supplies		\$350,987.20	\$231,559.28	\$427,270.00
5200 - Services				
5303	Community Events	9,310.00	6,734.19	10,310.00
5304	Recreation Scholarship	13,500.00	0.00	13,500.00
5311	Utilities	49,239.56	36,343.85	47,000.00
5321	Professional Training	6,000.00	1,340.00	6,250.00
5322	Conference/Reimb	12,750.00	7,846.23	20,756.00
5323	Publications	250.00	437.83	250.00
5324	Professional Association Dues	2,615.00	2,798.00	3,350.00
5325	Educational Assistance	3,000.00	0.00	3,800.00
5331	Engineering/Architecture	18,000.00	15,177.00	20,000.00
5338	Personal Service Contracts	79,050.00	57,789.50	108,180.00
5339	Misc Contract Services	234,644.97	171,993.34	184,100.00
5361	Building Repair/Maintenance	14,500.00	15,998.00	34,500.00
5362	Equipment Maintenance	2,000.00	0.00	2,000.00
5391	Postage	16,462.50	21,357.06	19,450.00
5395	Printing/Advertising	35,473.69	35,128.81	46,390.00
5399	Other Miscellaneous Services	14,454.98	4,940.09	140,200.00
Account Classification Total: 5300 - Services		\$511,250.70	\$377,783.90	\$660,036.00
5600 - Capital Purchases				
5602	Land Improvements	0.00	0.00	45,000.00
5632	Motor Vehicles	263,172.00	165,158.55	161,200.00
5633	Machinery and Equipment	105,185.00	93,275.25	27,550.00
5639	Other Equipment	40,877.00	43,343.97	29,400.00
Account Classification Total: 5600 - Capital Purchases		\$409,238.00	\$301,777.77	\$263,150.00
Department Total: 340 - Parks and Recreation		\$2,812,236.90	\$2,164,935.34	\$3,211,554.00
Department: 343 - Senior Center				
5100 - Personal Services				
5102	Wages-Staff	129,495.00	114,477.47	140,849.00
5105	Overtime	2,000.00	2,664.84	2,000.00
5106	Longevity	1,050.00	2,100.00	1,050.00
5109	HSA Employer Funding	6,000.00	6,000.00	6,000.00
5151	PERS Contribution	18,556.00	14,205.98	20,146.00
5161	Group Insurance	28,646.00	24,108.52	28,635.00
5166	Medicare	1,922.00	1,630.78	2,087.00
Account Classification Total: 5100 - Personal Services		\$187,669.00	\$165,187.59	\$200,767.00
5200 - Supplies				
5201	Office Supplies	2,373.77	350.37	1,950.00
5203	Computer Supplies	1,000.00	456.01	1,000.00
5213	Repair and Maintenance Supplies	5,000.00	571.15	6,000.00
5215	Recreational Supplies	5,145.87	1,135.39	5,000.00
5216	Contributed Supplies Purchased	11,112.79	509.82	0.00
5251	MV Gas and Oil	0.00	0.00	2,500.00
Account Classification Total: 5200 - Supplies		\$24,632.43	\$3,022.74	\$16,450.00
5300 - Services				
5311	Utilities	15,094.95	9,235.03	13,850.00
5321	Professional Training	300.00	0.00	500.00
5322	Conference/Reimb	400.00	380.93	2,000.00
5324	Professional Association Dues	250.00	206.00	250.00
5339	Misc Contract Services	4,905.00	1,162.23	25,000.00
5361	Building Repair/Maintenance	13,300.00	741.24	100,980.00
5391	Postage	3,500.00	320.00	4,000.00
5395	Printing/Advertising	0.00	0.00	200.00

		Account Classification Total: 5300 - Services				\$37,749.95	\$12,045.43	\$146,780.00
		Department Total: 343 - Senior Center				\$250,051.38	\$180,255.76	\$363,997.00
Department:	344 - Community Events							
5100 - Personal Services								
5102	Wages-Staff	132,931.00	105,422.13	151,406.00				
5105	Overtime	20,000.00	25,472.60	30,000.00				
5106	Longevity	900.00	900.00	900.00				
5109	HSA Employer Funding	6,000.00	6,000.00	4,000.00				
5151	PERS Contribution	21,537.00	16,041.71	21,113.00				
5161	Group Insurance	26,896.00	18,670.02	21,905.00				
5166	Medicare	2,230.00	1,877.37	2,209.00				
Account Classification Total: 5100 - Personal Services		\$210,494.00	\$174,383.83	\$231,533.00				
5200 - Supplies								
5201	Office Supplies	800.00	0.00	1,000.00				
5203	Computer Supplies	5,348.57	2,848.57	3,500.00				
5215	Recreational Supplies	43,648.89	19,883.36	42,000.00				
5241	Uniforms-Purchased	500.00	40.00	1,000.00				
5251	MV Gas and Oil	5,000.00	2,653.59	6,000.00				
Account Classification Total: 5200 - Supplies		\$55,297.46	\$25,425.52	\$53,500.00				
5300 - Services								
5311	Utilities	3,000.00	1,395.82	3,000.00				
5321	Professional Training	3,000.00	150.00	3,000.00				
5322	Conference/Reimb	3,115.00	117.00	4,000.00				
5324	Professional Association Dues	2,500.00	0.00	2,500.00				
5339	Misc Contract Services	420,586.93	394,242.22	490,000.00				
5364	MV Repair/Maintenance-Internal	0.00	0.00	12,000.00				
5395	Printing/Advertising	109,483.52	45,551.91	95,000.00				
5399	Other Miscellaneous Services	45,097.77	19,533.98	47,000.00				
Account Classification Total: 5300 - Services		\$586,783.22	\$460,990.93	\$656,500.00				
5600 - Capital Purchases								
5631	Furniture and Fixtures	1,500.00	0.00	12,000.00				
5632	Motor Vehicles	0.00	0.00	20,000.00				
Account Classification Total: 5600 - Capital Purchases		\$1,500.00	\$0.00	\$32,000.00				
		Department Total: 344 - Community Events				\$854,074.68	\$660,800.28	\$973,533.00
Department:	448 - Service Department							
5100 - Personal Services								
5101	Salary-Elected Officials/Director	116,439.00	102,916.81	125,944.00				
5102	Wages-Staff	608,179.00	523,931.18	689,378.00				
5105	Overtime	7,000.00	4,396.16	7,000.00				
5106	Longevity	5,550.00	6,100.00	5,650.00				
5109	HSA Employer Funding	36,000.00	31,333.33	38,000.00				
5151	PERS Contribution	103,206.00	72,711.35	115,566.00				
5161	Group Insurance	178,450.00	128,092.62	189,312.00				
5166	Medicare	10,073.00	8,928.79	12,006.00				
Account Classification Total: 5100 - Personal Services		\$1,064,897.00	\$878,410.24	\$1,182,856.00				
5200 - Supplies								
5201	Office Supplies	3,221.99	2,450.91	3,000.00				
5203	Computer Supplies	2,000.00	0.00	3,000.00				
5213	Repair and Maintenance Supplies	33,586.70	16,309.74	25,000.00				
5251	MV Gas and Oil	2,565.97	552.27	1,500.00				
5259	Operating Materials and Supplies	1,534.93	6,612.82	10,000.00				
Account Classification Total: 5200 - Supplies		\$42,909.59	\$25,925.74	\$42,500.00				
5300 - Services								
5301	Boards/Commissions	250.00	0.00	0.00				

5302	Street Lighting	361,009.72	195,307.13	250,000.00
5303	Community Events	60,000.00	39,617.54	50,000.00
5311	Utilities	2,845.11	17,719.79	15,000.00 ???
5321	Professional Training	3,000.00	4,407.00	6,000.00
5322	Conference/Reimb	2,000.00	395.00	1,500.00
5323	Publications	100.00	0.00	100.00
5323	Publications	1,000.00	421.00	1,000.00
5324	Professional Association Dues	500.00	0.00	500.00
5324	Educational Assistance	414,759.61	136,348.96	400,000.00
5331	Engineering/Architecture	703,316.00	337,796.12	300,000.00
5339	Misc Contract Services	0.00	0.00	450,000.00 Chiller for City Hall.
5361	Building Repair/Maintenance	4,293.39	13,128.37	10,000.00
5362	Equipment Maintenance	500.00	0.00	1,500.00
5366	Computer Maintenance	75,000.00	0.00	75,000.00 Bricks
5367	Streetscape Maintenance	45,000.00	0.00	40,000.00
5374	Emergency Management Services	0.00	0.00	100.00
5379	Other Governmental Billings	2,000.00	13,239.28	10,000.00
5391	Postage	1,500.00	161.50	1,500.00
5395	Printing/Advertising	1,000.00	0.00	1,000.00
5396	Uniform Cleaning/Repairs	2,000.00	608.18	2,000.00
5397	Uniform Rental	65,000.00	22,043.12	40,000.00
5398	Tree/Grass Service	2,000.00	0.00	2,000.00
5399	Other Miscellaneous Services	\$1,747,073.83	\$781,192.99	\$1,657,200.00
Account Classification Total: 5300 - Services				
5600 - Capital Purchases				
5631	Furniture and Fixtures	8,000.00	463.20	12,000.00
Account Classification Total: 5600 - Capital Purchases		\$8,000.00	\$463.20	\$12,000.00
Department Total: 448 - Service Department		\$2,862,880.42	\$1,685,992.17	\$2,894,556.00
Department: 479 - Building Department				
5100 - Personal Services				
5101	Salary-Elected Officials/Director	102,118.00	113,793.66	80,013.00
5102	Wages-Staff	569,366.00	422,632.52	504,759.00
5105	Overtime	1,500.00	9,136.37	1,500.00
5106	Longevity	2,500.00	3,400.00	3,150.00
5109	HSA Employer Funding	38,000.00	32,000.00	26,000.00
5151	PERS Contribution	94,218.00	63,714.55	82,519.00
5161	Group Insurance	187,824.00	110,858.68	114,224.00
5166	Medicare	9,795.00	7,690.22	8,547.00
Account Classification Total: 5100 - Personal Services		\$1,005,321.00	\$763,226.00	\$820,712.00
5200 - Supplies				
5201	Office Supplies	5,261.27	978.38	3,000.00
5203	Computer Supplies	3,500.00	10.49	3,500.00
5241	Uniforms-Purchased	6,000.00	3,043.75	5,000.00
5251	MV Gas and Oil	7,722.66	3,751.39	7,000.00
Account Classification Total: 5200 - Supplies		\$22,483.93	\$7,784.01	\$18,500.00
5300 - Services				
5311	Utilities	8,050.67	2,864.80	5,000.00
5321	Professional Training	4,740.00	1,765.00	4,000.00
5322	Conference/Reimb	3,000.00	0.00	3,000.00
5323	Publications	5,000.00	4,207.35	5,000.00
5324	Professional Association Dues	3,000.00	630.00	2,500.00
5325	Educational Assistance	1,500.00	0.00	1,500.00
5331	Engineering/Architecture	6,000.00	0.00	5,000.00
5339	Misc Contract Services	53,850.00	53,560.64	60,000.00

Plan review (Commercial and residential), as well as construction inspection (Commercial and electrical) services (Toole & Associates).

5362	Equipment Maintenance	7,000.00	3,702.27	7,000.00	
5366	Computer Maintenance	7,000.00	0.00	5,000.00	
5376	County Health Services	252,663.00	71,223.60	150,000.00	Plan review (Commercial and residential plumbing), as well as construction inspection services (Franklin County Public Health Department).
5391	Postage	1,500.00	1,151.65	2,000.00	
5395	Printing/Advertising	5,000.00	372.45	2,500.00	
5399	Other Miscellaneous Services	40,000.00	21,637.40	30,000.00	???
Account Classification Total: 5300 - Services		\$398,303.67	\$161,115.16	\$282,500.00	
5500 - Transfers/Other					
5513	Refunds-Permit	0.00	927.00	0.00	
Account Classification Total: 5500 - Transfers/Other		\$0.00	\$927.00	\$0.00	
5600 - Capital Purchases					
5631	Furniture and Fixtures	0.00	0.00	1,000.00	
5632	Motor Vehicles	120,000.00	84,547.95	25,000.00	Ford Focus to be retired (transmission issues) and replaced with Ford Maverick.
Account Classification Total: 5600 - Capital Purchases		\$120,000.00	\$84,547.95	\$26,000.00	
Department Total: 479 - Building Department		\$1,546,108.60	\$1,017,600.12	\$1,147,712.00	
Department: 522 - Mayor					
5100 - Personal Services					
5101	Salary-Elected Officials/Director	124,037.00	109,724.49	126,518.00	
5102	Wages-Staff	155,730.00	105,216.03	188,220.00	
5104	Wages-Part time	7,000.00	7,411.50	7,000.00	
5105	Overtime	0.00	11.36	0.00	
5106	Longevity	0.00	0.00	650.00	
5109	HSA Employer Funding	8,000.00	8,000.00	10,000.00	
5151	PERS Contribution	40,147.00	28,320.23	45,134.00	
5161	Group Insurance	36,884.00	28,233.50	48,526.00	
5166	Medicare	4,158.00	3,173.25	4,675.00	
Account Classification Total: 5100 - Personal Services		\$375,956.00	\$290,090.36	\$430,723.00	
5200 - Supplies					
5201	Office Supplies	1,200.00	532.67	1,200.00	
5203	Computer Supplies	250.00	0.00	250.00	
Account Classification Total: 5200 - Supplies		\$1,450.00	\$532.67	\$1,450.00	
5300 - Services					
5311	Utilities	1,519.87	811.94	1,200.00	
5322	Conference/Reimb	2,000.00	1,465.75	2,500.00	
5324	Professional Association Dues	5,000.00	6,981.25	7,500.00	
5332	Legal Services	157.50	157.50	0.00	
5339	Misc Contract Services	59,235.00	32,470.00	75,000.00	
5391	Postage	500.00	120.73	500.00	
5399	Other Miscellaneous Services	3,515.99	6,541.54	5,000.00	
Account Classification Total: 5300 - Services		\$71,928.36	\$48,548.71	\$91,700.00	
5600 - Capital Purchases					
5631	Furniture and Fixtures	2,500.00	0.00	2,500.00	
Account Classification Total: 5600 - Capital Purchases		\$2,500.00	\$0.00	\$2,500.00	
Department Total: 522 - Mayor		\$451,834.36	\$339,171.74	\$526,373.00	
Department: 534 - Civil Service Commission					
5100 - Personal Services					
5104	Wages-Part time	67,424.00	58,719.58	74,652.00	
5151	PERS Contribution	9,439.00	7,167.15	10,451.00	
5166	Medicare	978.00	851.43	1,082.00	
Account Classification Total: 5100 - Personal Services		\$77,841.00	\$66,738.16	\$86,185.00	
5200 - Supplies					
5201	Office Supplies	1,895.02	1,158.62	1,000.00	

5203	Computer Supplies	1,000.00	0.00	1,000.00
5259	Operating Materials and Supplies	1,500.00	96.54	1,500.00
	Account Classification Total: 5200 - Supplies	\$4,395.02	\$1,255.16	\$3,500.00
5300 - Services				
5321	Professional Training	600.00	0.00	600.00
5322	Conference/Reimb	200.00	0.00	200.00
5332	Legal Services	7,000.00	0.00	7,000.00
5336	Medical Services/Physical Exams	17,328.00	8,997.00	17,000.00
5339	Misc Contract Services	10,000.00	4,935.96	11,000.00
5391	Postage	200.00	0.00	200.00
5395	Printing/Advertising	5,000.00	200.00	5,000.00
	Account Classification Total: 5300 - Services	\$40,328.00	\$14,132.96	\$41,000.00
5600 - Capital Purchases				
5631	Furniture and Fixtures	4,000.00	0.00	4,000.00
	Account Classification Total: 5600 - Capital Purchases	\$4,000.00	\$0.00	\$4,000.00
	Department Total: 534 - Civil Service Commission	\$126,554.02	\$82,126.28	\$134,685.00
Department: 545 - City Auditor				
5100 - Personal Services				
5101	Salary-Elected Officials/Director	90,769.00	79,334.31	90,769.00
5102	Wages-Staff	284,644.00	296,670.89	371,907.00
5104	Wages-Part time	52,217.00	46,261.47	69,763.00
5105	Overtime	2,000.00	216.90	2,000.00
5106	Longevity	2,900.00	3,050.00	1,850.00
5109	HSA Employer Funding	12,000.00	14,000.00	16,000.00
5151	PERS Contribution	59,854.00	47,410.83	73,042.00
5161	Group Insurance	62,016.00	55,968.47	82,344.00
5166	Medicare	6,272.00	5,921.01	7,638.00
	Account Classification Total: 5100 - Personal Services	\$572,672.00	\$548,833.88	\$715,313.00
5200 - Supplies				
5201	Office Supplies	2,536.01	2,067.71	2,500.00
5203	Computer Supplies	4,000.00	580.28	4,000.00
	Account Classification Total: 5200 - Supplies	\$6,536.01	\$2,647.99	\$6,500.00
5300 - Services				
5321	Professional Training	5,800.00	3,812.00	7,600.00
5322	Conference/Reimb	10,000.00	4,163.13	10,000.00
5324	Professional Association Dues	1,625.00	615.00	1,762.00
5325	Educational Assistance	1,000.00	0.00	1,000.00
5333	Outside Professional Services	69,700.00	66,110.75	70,000.00
5339	Misc Contract Services	48,029.35	44,750.00	47,655.00
5362	Equipment Maintenance	1,500.00	842.36	3,800.00
5366	Computer Maintenance	2,000.00	2,026.00	3,400.00
5391	Postage	2,500.00	1,330.57	2,500.00
5395	Printing/Advertising	2,100.00	677.29	2,100.00
5399	Other Miscellaneous Services	10,500.00	4,887.68	10,850.00
	Account Classification Total: 5300 - Services	\$154,754.35	\$129,214.78	\$160,667.00
5600 - Capital Purchases				
5631	Furniture and Fixtures	4,000.00	373.06	4,000.00
	Account Classification Total: 5600 - Capital Purchases	\$4,000.00	\$373.06	\$4,000.00
	Department Total: 545 - City Auditor	\$737,962.36	\$681,069.71	\$886,480.00
Department: 554 - City Attorney				
5100 - Personal Services				
5101	Salary-Elected Officials/Director	126,537.00	110,974.49	129,018.00
5102	Wages-Staff	296,034.00	268,012.01	305,368.00
5104	Wages-Part time	95,332.00	69,617.10	103,662.00

5105	Overtime	0.00	180.70	0.00	
5106	Longevity	2,200.00	2,200.00		3,350.00
5109	HSA Employer Funding	18,000.00			18,000.00
5151	PERS Contribution	72,464.00			74,726.00
5161	Group Insurance	89,916.00			89,102.00
5166	Medicare	7,541.00	6,361.02		7,776.00
Account Classification Total: 5100 - Personal Services		\$708,024.00	\$604,392.57		\$731,002.00
5200 - Supplies					
5201	Office Supplies	7,154.57	2,188.93		6,500.00
5203	Computer Supplies	400.00	0.00		400.00
5205	Small Tools/Minor Equipment	500.00	0.00		500.00
Account Classification Total: 5200 - Supplies		\$8,054.57	\$2,188.93		\$7,400.00
5300 - Services					
5311	Utilities	552.71	449.75		500.00
5321	Professional Training	2,500.00	1,579.75		2,500.00
5322	Conference/Reimb	2,500.00	0.00		2,500.00
5323	Publications	6,445.00	5,300.43		6,000.00
5324	Professional Association Dues	1,700.00	1,510.00		1,700.00
5332	Legal Services	80,000.00	6,479.00		80,000.00
5333	Outside Professional Services	42,000.00	52,964.63		42,000.00
5337	Public Defender	5,000.00	1,986.00		5,000.00
5339	Misc Contract Services	6,982.50	7,895.03		3,982.00
5341	Court Costs and Fees	3,500.00	422.56		3,500.00
5362	Equipment Maintenance	3,023.56	223.56		2,800.00
5366	Computer Maintenance	250.00	0.00		250.00
5391	Postage	2,000.00	1,061.05		2,000.00
5399	Other Miscellaneous Services	3,000.00	781.68		3,000.00
Account Classification Total: 5300 - Services		\$159,453.77	\$80,653.44		\$155,732.00
5600 - Capital Purchases					
5631	Furniture and Fixtures	10,547.00	4,547.00		6,000.00
5639	Other Equipment	500.00	2,185.16		3,000.00
Account Classification Total: 5600 - Capital Purchases		\$11,047.00	\$6,732.16		\$9,000.00
Department Total: 554 - City Attorney		\$886,579.34	\$693,967.10		\$903,134.00
Department: 571 - City Council					
5100 - Personal Services					
5101	Salary-Elected Officials/Director	82,701.00	63,486.72		82,701.00
5102	Wages-Staff	69,259.00	75,833.68		95,805.00
5104	Wages-Part time	26,616.00	21,154.32		29,690.00
5106	Longevity	650.00	650.00		650.00
5109	HSA Employer Funding	2,000.00	2,000.00		2,000.00
5151	PERS Contribution	25,091.00	19,043.76		27,526.00
5161	Group Insurance	8,646.00	7,466.69		8,790.00
5166	Medicare	2,599.00	2,285.38		2,851.00
Account Classification Total: 5100 - Personal Services		\$217,562.00	\$191,920.55		\$250,013.00
5200 - Supplies					
5201	Office Supplies	1,620.10	1,060.69		1,500.00
5203	Computer Supplies	500.00	0.00		500.00
Account Classification Total: 5200 - Supplies		\$2,120.10	\$1,060.69		\$2,000.00
5300 - Services					
5321	Professional Training	3,107.44	1,557.44		1,000.00
5322	Conference/Reimb	4,063.23	7,089.19		6,000.00
5324	Professional Association Dues	750.00	460.00		750.00
5339	Misc Contract Services	45,900.00	20,355.08		45,000.00
5391	Postage	200.00	21.09		200.00

5395	Printing/Advertising	2,285.00	491.00	1,000.00
5399	Other Miscellaneous Services	3,000.00	0.00	5,000.00
Account Classification Total: 5300 - Services		\$59,305.67	\$29,973.80	\$58,950.00

5600 - Capital Purchases

5631	Furniture and Fixtures	0.00	0.00	5,000.00
Account Classification Total: 5600 - Capital Purchases		\$0.00	\$0.00	\$5,000.00
Department Total: 571 - City Council		\$278,987.77	\$222,955.04	\$315,963.00

Department: 580 - Development Department

5100 - Personal Services

5101	Salary-Elected Officials/Director	112,262.00	98,246.01	123,015.00
5102	Wages-Staff	266,101.00	202,632.75	280,159.00
5105	Overtime	0.00	146.74	0.00
5106	Longevity	650.00	650.00	650.00
5109	HSA Employer Funding	16,000.00	11,333.32	12,000.00
5151	PERS Contribution	52,712.00	34,599.46	56,255.00
5161	Group Insurance	66,799.00	45,431.48	58,164.00
5166	Medicare	5,496.00	4,226.82	5,863.00
Account Classification Total: 5100 - Personal Services		\$520,020.00	\$397,266.58	\$536,106.00

5200 - Supplies

5201	Office Supplies	3,081.72	558.25	3,000.00
5203	Computer Supplies	250.00	0.00	250.00
5241	Uniforms-Purchased	500.00	132.00	500.00
5251	MV Gas and Oil	0.00	0.00	2,500.00
Account Classification Total: 5200 - Supplies		\$3,831.72	\$690.25	\$6,250.00

5300 - Services

5301	Boards/Commissions	3,500.00	781.51	3,500.00
5311	Utilities	2,281.64	448.75	2,200.00
5321	Professional Training	5,000.00	385.00	3,000.00
5322	Conference/Reimb	8,000.00	524.00	10,000.00
5323	Publications	4,000.00	1,449.00	4,000.00
5324	Professional Association Dues	25,000.00	22,300.47	25,000.00
5325	Educational Assistance	3,500.00	0.00	3,500.00
5331	Engineering/Architecture	116,910.00	30,568.55	116,000.00 DLZ, OHM, BMH&T, General Eng
5332	Legal Services	5,272.50	5,272.50	0.00
5339	Misc Contract Services	116,090.00	34,511.19	110,000.00 Loopnet, Baker Tilly, Claritysoft
5391	Postage	500.00	168.40	500.00
5395	Printing/Advertising	2,000.00	194.00	2,000.00
5399	Other Miscellaneous Services	56,140.00	55,210.00	1,000.00
Account Classification Total: 5300 - Services		\$348,194.14	\$151,814.37	\$280,700.00

5600 - Capital Purchases

5631	Furniture and Fixtures	7,000.00	5,370.00	5,000.00
Account Classification Total: 5600 - Capital Purchases		\$7,000.00	\$5,370.00	\$5,000.00
Department Total: 580 - Development Department		\$879,045.86	\$555,141.20	\$828,056.00

Department: 582 - Human Resources Department

5100 - Personal Services

5101	Salary-Elected Officials/Director	109,408.00	123,198.55	112,824.00
5102	Wages-Staff	73,241.00	56,923.01	78,000.00
5106	Longevity	1,550.00	1,550.00	650.00
5109	HSA Employer Funding	2,000.00	2,000.00	2,000.00
5151	PERS Contribution	25,438.00	19,625.45	26,456.00
5161	Group Insurance	7,860.00	7,360.91	20,907.00
5166	Medicare	2,671.00	2,629.62	2,776.00
Account Classification Total: 5100 - Personal Services		\$222,168.00	\$213,287.54	\$243,613.00

5200 - Supplies

5201	Office Supplies	1,500.00	1,408.15	2,500.00	New staff - update of supplies
5203	Computer Supplies	1,000.00	0.00	1,000.00	
5208	OSHA Supplies	20,330.64	19,577.26	22,000.00	
	Account Classification Total: 5200 - Supplies	\$22,830.64	\$20,985.41	\$25,500.00	
5300 - Services					
5311	Utilities	0.00	0.00	600.00	Work Cell Phone
5321	Professional Training	5,000.00	2,129.00	5,000.00	
5322	Conference/Reimb	1,000.00	755.00	2,000.00	
5323	Publications	600.00	697.76	1,000.00	For CDL manuals and Labor Law Posters
5324	Professional Association Dues	800.00	603.00	1,800.00	Memberships for SHRM, PELBA, & CORMA for 2 staff members
5336	Medical Services/Physical Exams	5,138.00	2,589.00	6,000.00	
5339	Misc Contract Services	7,000.00	11,472.08	37,000.00	Increased for immunology employee survey, as well as for hiring (ie. background cks, drug testing)
5391	Postage	200.00	23.45	200.00	
5399	Other Miscellaneous Services	32,456.90	11,375.80	30,000.00	
	Account Classification Total: 5300 - Services	\$52,194.90	\$29,645.09	\$83,600.00	
5600 - Capital Purchases					
5631	Furniture and Fixtures	0.00	0.00	3,000.00	Filing Cabinets & Office Chair
	Account Classification Total: 5600 - Capital Purchases	\$0.00	\$0.00	\$3,000.00	
	Department Total: 582 - Human Resources Department	\$297,193.54	\$263,918.04	\$355,713.00	
Department: 584 - Computer Department					
5200 - Supplies					
5201	Office Supplies	748.53	248.53	500.00	
5203	Computer Supplies	12,750.00	7,586.88	12,750.00	
	Account Classification Total: 5200 - Supplies	\$13,498.53	\$7,835.41	\$13,250.00	
5300 - Services					
5339	Misc Contract Services	196,690.50	177,153.60	212,840.00	
5366	Computer Maintenance	1,403,777.58	499,035.20	1,343,420.00	
	Account Classification Total: 5300 - Services	\$1,600,468.08	\$676,188.80	\$1,556,260.00	
5600 - Capital Purchases					
5639	Other Equipment	517,416.62	321,059.32	341,050.00	
	Account Classification Total: 5600 - Capital Purchases	\$517,416.62	\$321,059.32	\$341,050.00	
	Department Total: 584 - Computer Department	\$2,131,383.23	\$1,005,083.53	\$1,910,560.00	
Department: 593 - Clerk of Courts					
5100 - Personal Services					
5101	Salary-Elected Officials/Director	86,948.00	75,906.80	118,897.00	
5102	Wages-Staff	120,504.00	105,583.80	133,417.00	
5104	Wages-Part time	41,785.00	36,940.91	48,966.00	
5106	Longevity	3,250.00	4,050.00	3,500.00	
5109	HSA Employer Funding	8,000.00	8,000.00	4,000.00	
5151	PERS Contribution	34,648.00	26,498.22	41,619.00	
5161	Group Insurance	40,258.00	29,611.29	24,139.00	
5166	Medicare	3,661.00	3,167.73	4,419.00	
	Account Classification Total: 5100 - Personal Services	\$339,054.00	\$289,758.75	\$378,957.00	
5200 - Supplies					
5201	Office Supplies	2,600.00	1,102.75	2,600.00	
5203	Computer Supplies	0.00	0.00	1,500.00	
	Account Classification Total: 5200 - Supplies	\$2,600.00	\$1,102.75	\$4,100.00	
5300 - Services					
5321	Professional Training	1,000.00	0.00	500.00	
5322	Conference/Reimb	250.00	0.00	250.00	
5323	Publications	500.00	0.00	500.00	
5324	Professional Association Dues	500.00	0.00	500.00	
5332	Legal Services	63,500.00	47,500.00	65,000.00	

5339	Misc Contract Services	1,608.57	1,024.79	1,600.00
5344	Witness Fees	300.00	6.00	300.00
5362	Equipment Maintenance	1,000.00	0.00	1,000.00
5377	Municipal Court	0.00	6,563.30	15,000.00
5391	Postage	0.00	551.20	2,500.00
5393	L.E.A.D.S Terminal	2,400.00	600.00	1,200.00
5399	Other Miscellaneous Services	2,090.00	330.00	2,000.00
Account Classification Total: 5300 - Services		\$73,148.57	\$56,575.29	\$90,350.00
5600 - Capital Purchases				
5631	Furniture and Fixtures	1,000.00	0.00	1,000.00
Account Classification Total: 5600 - Capital Purchases		\$1,000.00	\$0.00	\$1,000.00
Department Total: 593 - Clerk of Courts		\$415,802.57	\$347,436.79	\$474,407.00
Department: 595 - General and Administrative				
5100 - Personal Services				
5164	Workers Compensation	454,279.00	265,095.00	229,275.00
5165	Unemployment Compensation	25,000.00	596.74	25,000.00
Account Classification Total: 5100 - Personal Services		\$479,279.00	\$265,691.74	\$254,275.00
5200 - Supplies				
5202	Photo Copy Supplies	7,889.80	3,134.30	9,000.00
Account Classification Total: 5200 - Supplies		\$7,889.80	\$3,134.30	\$9,000.00
5300 - Services				
5301	Boards/Commissions	41,343.55	5,897.63	47,150.00
5311	Utilities	309,240.29	100,621.03	345,000.00
5324	Professional Association Dues	35,000.00	17,397.36	40,250.00
5351	Liability Insurance Deductible	540,167.00	461,701.50	512,009.00
5352	Motor Vehicle Insurance	109,000.00	82,161.00	109,250.00
5361	Building Repair/Maintenance	125,117.38	58,449.07	0.00
5362	Equipment Maintenance	3,000.00	0.00	0.00
5371	Election Expense	20,000.00	9,571.49	0.00
5372	Delinquent Tax Advertising	1,000.00	73.88	0.00
5373	Auditor/Treasurer Fees	10,000.00	4,229.99	0.00
5391	Postage	4,000.00	(7,044.30)	7,000.00
5394	Taxes/Assessments-City Property	15,000.00	4,127.73	20,000.00
5399	Other Miscellaneous Services	10,000.00	85.00	11,500.00
Account Classification Total: 5300 - Services		\$1,222,868.22	\$737,271.38	\$1,092,159.00
5600 - Capital Purchases				
5639	Other Equipment	30,000.00	0.00	34,500.00
Account Classification Total: 5600 - Capital Purchases		\$30,000.00	\$0.00	\$34,500.00
Department Total: 595 - General and Administrative		\$1,740,037.02	\$1,006,097.42	\$1,389,934.00
Department: 810 - Public Health and Welfare				
5300 - Services				
5376	County Health Services	413,000.00	203,264.23	415,050.00
Account Classification Total: 5300 - Services		\$413,000.00	\$203,264.23	\$415,050.00
Department Total: 810 - Public Health and Welfare		\$413,000.00	\$203,264.23	\$415,050.00
EXPENSES Total		\$33,814,927.97	\$25,278,650.55	\$33,965,150.00
Fund EXPENSE Total: 110 - General Fund		\$33,814,927.97	\$25,278,650.55	\$33,965,150.00
EXPENSE GRAND Totals:		\$33,814,927.97	\$25,278,650.55	\$33,965,150.00

2024 Amended Budget 2024 Actual Amount

Account Number Account Description

Fund: 211 - Computerized Needs (courts)

EXPENSES

Department: 000 - General

5200 - Supplies

5201	Office Supplies	841.50	841.50	0.00
5203	Computer Supplies	16,689.60	2,250.03	15,000.00
Account Classification Total: 5200 - Supplies		\$17,531.10	\$3,091.53	\$15,000.00

5300 - Services

5322	Conference/Reimb	500.00	0.00	500.00
5366	Computer Maintenance	36,000.00	22,934.50	40,000.00
5399	Other Miscellaneous Services	15,132.83	891.87	10,000.00
Account Classification Total: 5300 - Services		\$51,632.83	\$23,826.37	\$50,500.00
Department Total: 000 - General		\$69,163.93	\$26,917.90	\$65,500.00
EXPENSES Total		\$69,163.93	\$26,917.90	\$65,500.00

Fund EXPENSE Total: 211 - Computerized Needs (courts)

Fund: 220 - Income Tax Fund

EXPENSES

Department: 564 - Income Tax Division

5100 - Personal Services

5101	Salary-Elected Officials/Director	100,243.00	89,741.60	106,600.00
5109	HSA Employer Funding	4,000.00	4,000.00	4,000.00
5151	PERS Contribution	14,034.00	10,846.64	14,924.00
5161	Group Insurance	19,922.00	17,021.28	20,264.00
5164	Workers Compensation	4,156.00	2,037.00	2,254.00
5166	Medicare	1,454.00	1,271.81	1,546.00
Account Classification Total: 5100 - Personal Services		\$143,809.00	\$124,918.33	\$149,588.00

5200 - Supplies

5201	Office Supplies	1,952.36	541.94	2,000.00
5203	Computer Supplies	750.00	130.15	1,000.00
Account Classification Total: 5200 - Supplies		\$2,702.36	\$672.09	\$3,000.00

5300 - Services

5321	Professional Training	1,500.00	700.00	2,500.00
5322	Conference/Reimb	2,000.00	2,087.23	3,000.00
5323	Publications	200.00	209.99	400.00
5324	Professional Association Dues	650.00	275.00	850.00

5339	Misc Contract Services	75,000.00	10,674.00	75,000.00
5353	Employee Fidelity Bond	150.00	100.00	150.00
5362	Equipment Maintenance	425.00	280.83	500.00
5373	Auditor/Treasurer Fees	300.00	87.60	300.00
5379	Other Governmental Billings	10,000.00	2,297.38	10,000.00
5391	Postage	500.00	36.78	750.00
<i>Account Classification Total: 5300 - Services</i>		<i>\$90,725.00</i>	<i>\$16,748.81</i>	<i>\$93,450.00</i>
<i>5500 - Transfers/Other</i>				
5519	Miscellaneous Costs	110,000.00	7,590.60	110,000.00
5529	Miscellaneous Distributions	800,000.00	75,202.90	800,000.00
5530	Enterprise Zone Payment	0.00	0.00	200,000.00
<i>Account Classification Total: 5500 - Transfers/Other</i>		<i>\$910,000.00</i>	<i>\$82,793.50</i>	<i>\$1,110,000.00</i>
<i>5600 - Capital Purchases</i>				
5631	Furniture and Fixtures	500.00	0.00	750.00
<i>Account Classification Total: 5600 - Capital Purchases</i>		<i>\$500.00</i>	<i>\$0.00</i>	<i>\$750.00</i>
Department Total: 564 - Income Tax Division		\$1,147,736.36	\$225,132.73	\$1,356,788.00
EXPENSES Total		\$1,147,736.36	\$225,132.73	\$1,356,788.00
Fund EXPENSE Total: 220 - Income Tax Fund		\$1,147,736.36	\$225,132.73	\$1,356,788.00
Fund: 240 - Police Pension Fund				
EXPENSES				
Department: 000 - General				
<i>5100 - Personal Services</i>				
5152	PFDPF Contribution	350,000.00	0.00	350,000.00
<i>Account Classification Total: 5100 - Personal Services</i>		<i>\$350,000.00</i>	<i>\$0.00</i>	<i>\$350,000.00</i>
<i>5500 - Transfers/Other</i>				
5519	Miscellaneous Costs	4,500.00	2,955.40	4,500.00
<i>Account Classification Total: 5500 - Transfers/Other</i>		<i>\$4,500.00</i>	<i>\$2,955.40</i>	<i>\$4,500.00</i>
Department Total: 000 - General		\$354,500.00	\$2,955.40	\$354,500.00
EXPENSES Total		\$354,500.00	\$2,955.40	\$354,500.00
Fund EXPENSE Total: 240 - Police Pension Fund		\$354,500.00	\$2,955.40	\$354,500.00
Fund: 250 - Sewer Capacity Fund				
EXPENSES				
Department: 736 - Wastewater Division				
<i>5300 - Services</i>				
5373	Auditor/Treasurer Fees	250.00	0.00	0.00
<i>Account Classification Total: 5300 - Services</i>		<i>\$250.00</i>	<i>\$0.00</i>	<i>\$0.00</i>
Department Total: 736 - Wastewater Division		\$250.00	\$0.00	\$0.00

Fund: 260 - Street Fund		EXPENSES Total		\$250.00	\$0.00	\$0.00
EXPENSES		Fund EXPENSE	Total: 250 - Sewer Capacity Fund	\$250.00	\$0.00	\$0.00
Department: 268 - Street Department						
5100 - Personal Services						
5101	Salary-Elected Officials/Director	87,901.00	77,709.20	93,621.00		
5102	Wages-Staff	429,991.00	369,758.33	520,269.00		
5105	Overtime	28,000.00	6,542.95	28,000.00		
5106	Longevity	7,100.00	10,600.00	6,850.00		
5109	HSA Employer Funding	22,000.00	23,000.00	28,000.00		
5151	PERS Contribution	76,859.00	54,996.51	90,473.00		
5161	Group Insurance	103,494.00	96,888.62	118,953.00		
5164	Workers Compensation	23,235.00	11,547.00	13,712.00		
5166	Medicare	8,018.00	6,541.11	9,407.00		
Account Classification Total: 5100 - Personal Services		\$786,598.00	\$657,583.72	\$909,285.00		
5200 - Supplies						
5201	Office Supplies	3,500.00	943.86	3,500.00		
5203	Computer Supplies	1,000.00	770.62	1,000.00		
5205	Small Tools/Minor Equipment	1,500.00	2,369.00	1,500.00		
5213	Repair and Maintenance Supplies	500.00	0.00	500.00		
5241	Uniforms-Purchased	3,200.00	2,892.11	5,000.00		
5251	MV Gas and Oil	43,512.72	18,040.53	40,000.00		
5252	Aggregates	17,000.00	4,750.92	17,000.00		
5253	Ice Control	80,000.00	38,639.27	140,000.00		
5259	Operating Materials and Supplies	162,724.69	117,625.97	175,000.00		
Account Classification Total: 5200 - Supplies		\$312,937.41	\$186,032.28	\$383,500.00		
5300 - Services						
5311	Utilities	23,167.96	9,686.77	22,000.00		
5313	Traffic Light Current	14,870.47	7,849.46	14,000.00		
5321	Professional Training	2,000.00	100.00	4,000.00		
5322	Conference/Reimb	1,000.00	158.46	1,000.00		
5324	Professional Association Dues	160.00	35.00	160.00		
5331	Engineering/Architecture	15,000.00	0.00	15,000.00		
5339	Misc Contract Services	158,188.11	40,636.89	160,000.00		
5351	Liability Insurance Deductible	8,000.00	8,000.00	8,000.00		
5352	Motor Vehicle Insurance	8,000.00	16,500.00	8,000.00		
5361	Building Repair/Maintenance	10,000.00	0.00	10,000.00		

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5365	Utility Line Repair/Maintenance	52,847.62	38,847.62	42,000.00
5391	Postage	100.00	6.40	100.00
5397	Uniform Rental	2,045.84	696.06	2,000.00
5399	Other Miscellaneous Services	1,500.00	359.40	1,500.00
<i>Account Classification Total: 5300 - Services</i>		\$296,880.00	\$122,876.06	\$287,760.00
<i>5600 - Capital Purchases</i>				
5632	Motor Vehicles	475,432.40	478,705.15	200,000.00
5633	Machinery and Equipment	123,018.61	68,385.08	303,000.00
<i>Account Classification Total: 5600 - Capital Purchases</i>		\$598,451.01	\$547,090.23	\$503,000.00
Department Total: 268 - Street Department		\$1,994,866.42	\$1,513,582.29	\$2,083,545.00
EXPENSES Total		\$1,994,866.42	\$1,513,582.29	\$2,083,545.00
Fund EXPENSE Total: 260 - Street Fund		\$1,994,866.42	\$1,513,582.29	\$2,083,545.00

Fund: 270 - State Highway Fund

EXPENSES

Department: 268 - Street Department

<i>5200 - Supplies</i>				
5253	Ice Control	55,000.00	15,532.30	55,000.00
5259	Operating Materials and Supplies	22,500.00	5,898.00	22,500.00
<i>Account Classification Total: 5200 - Supplies</i>		\$77,500.00	\$21,430.30	\$77,500.00

<i>5300 - Services</i>				
5313	Traffic Light Current	13,640.22	9,743.99	12,850.00
5339	Misc Contract Services	3,000.00	1,145.22	3,000.00
5365	Utility Line Repair/Maintenance	22,000.00	20,000.00	22,000.00
<i>Account Classification Total: 5300 - Services</i>		\$38,640.22	\$30,889.21	\$37,850.00
Department Total: 268 - Street Department		\$116,140.22	\$52,319.51	\$115,350.00
EXPENSES Total		\$116,140.22	\$52,319.51	\$115,350.00
Fund EXPENSE Total: 270 - State Highway Fund		\$116,140.22	\$52,319.51	\$115,350.00

Fund: 310 - General Debt Retirement Fund

EXPENSES

Department: 991 - Debt Service

<i>5400 - Debt Service</i>				
5414	G. O. Bond-Principal	1,666,633.00	45,816.83	1,813,539.00
5424	G. O. Bond-Interest	1,000,926.00	500,462.97	1,603,327.00
<i>Account Classification Total: 5400 - Debt Service</i>		\$2,667,559.00	\$546,279.80	\$3,416,866.00
Department Total: 991 - Debt Service		\$2,667,559.00	\$546,279.80	\$3,416,866.00
EXPENSES Total		\$2,667,559.00	\$546,279.80	\$3,416,866.00
Fund EXPENSE Total: 310 - General Debt Retirement Fund		\$2,667,559.00	\$546,279.80	\$3,416,866.00

Fund: 690 - Employees Fund

EXPENSES

Department: 000 - General

5500 - Transfers/Other

5529	Miscellaneous Distributions	394.91	511.70	0.00
Account Classification Total: 5500 - Transfers/Other		\$394.91	\$511.70	\$0.00
Department Total: 000 - General		\$394.91	\$511.70	\$0.00
EXPENSES Total		\$394.91	\$511.70	\$0.00
Fund EXPENSE Total: 690 - Employees Fund		\$394.91	\$511.70	\$0.00

Fund: 710 - Water Fund

EXPENSES

Department: 735 - Water Division

5100 - Personal Services

5101	Salary-Elected Officials/Director	45,595.00	38,716.64	47,997.00
5102	Wages-Staff	353,213.00	301,899.05	431,778.00
5105	Overtime	15,400.00	3,934.83	15,400.00
5106	Longevity	3,175.00	3,975.00	2,175.00
5109	HSA Employer Funding	24,000.00	23,499.99	21,000.00
5151	PERS Contribution	58,224.00	41,321.50	69,419.00
5161	Group Insurance	93,263.00	75,331.24	103,258.00
5164	Workers Compensation	17,265.00	8,443.00	10,512.00
5166	Medicare	6,052.00	4,857.56	7,212.00
Account Classification Total: 5100 - Personal Services		\$616,187.00	\$501,978.81	\$708,751.00

5200 - Supplies

To be divided equally among both the Billing (City Hall) and Field (Truro) Departments.
Additional work station for future Administrative Assistant position.

5201	Office Supplies	15,000.00	15,194.96	15,000.00
5203	Computer Supplies	12,091.92	1,317.62	15,000.00
5213	Repair and Maintenance Supplies	15,000.00	0.00	15,000.00
5241	Uniforms-Purchased	5,000.00	0.00	7,500.00
5251	MV Gas and Oil	22,262.84	8,971.63	15,000.00
5252	Aggregates	60,506.65	30,986.96	50,000.00
5259	Operating Materials and Supplies	140,805.28	125,749.09	125,000.00
5263	Meters-Resale	20,000.00	0.00	20,000.00
Account Classification Total: 5200 - Supplies		\$290,666.69	\$182,220.26	\$262,500.00

5300 - Services

Utilities

5311	Utilities	22,996.21	16,151.60	25,000.00
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5321	Professional Training	4,100.00	11,790.00	7,500.00	Water Department to send more staff to alot more training in 2025.
5322	Conference/Reimb	2,500.00	583.00	5,000.00	Also expect more conferences since more employees have their Distribution licenses. they will need to gather CEU's to Maintain.
5323	Publications	5,000.00	10,111.00	10,000.00	With SL Inventory, Backflow, CCR's cost rising with new Rules & Fats Oils & Grease notifications GL Account was increased to allow for the additional needs.
5324	Professional Association Dues	2,000.00	2,056.50	5,000.00	On top of AWWA membership Looking to include OWDA or OWWA membership in 2025
5325	Educational Assistance	2,000.00	0.00	2,000.00	
5331	Engineering/Architecture	24,302.48	9,152.00	20,000.00	
5339	Misc Contract Services	52,376.81	5,500.56	50,000.00	
5351	Liability Insurance Deductible	4,500.00	4,500.00	4,500.00	
5352	Motor Vehicle Insurance	2,750.00	0.00	2,750.00	
5361	Building Repair/Maintenance	2,000.00	0.00	2,000.00	
5362	Equipment Maintenance	10,000.00	842.43	15,000.00	
5363	MV Repair/Maintenance-External	1,000.00	0.00	2,500.00	With new equipment the need for outside External Repairs expected increase due outside the city cost rising and the need to have outside sources work on that equipment.
5364	MV Repair/Maintenance-Internal	6,000.00	0.00	8,500.00	A lot more equipment means alot more maintenance. this is why i increased.
5365	Utility Line Repair/Maintenance	38,000.00	4,950.00	38,000.00	
5366	Computer Maintenance	15,000.00	0.00	15,000.00	
5378	Columbus Contract	6,703,457.92	5,051,130.02	6,634,000.00	Reflects City of Columbus (COC) increase of 6% for services.
5379	Other Governmental Billings	15,000.00	0.00	20,000.00	
5391	Postage	20,000.00	261.09	20,000.00	
5399	Other Miscellaneous Services	370,019.60	98,446.17	400,000.00	Leak detection equipment (Reduce unmet water loss): \$100,00.00 Water Meters (3/4"): \$175,000.00 Meter Transceiver Units (MXU's): \$25,000.00
Account Classification Total: 5300 - Services		\$7,303,003.02	\$5,215,474.37	\$7,286,750.00	
5600 - Capital Purchases					
5611	Buildings	12,500.00	0.00	12,500.00	
5631	Furniture and Fixtures	1,000.00	0.00	2,500.00	Minor needs for new Administrative Assistant position.
5632	Motor Vehicles	350,000.00	48,383.00	270,000.00	Addition to fleet. Hydrant truck with boom lift: \$170,000.00. Replacement vehicle. Dump truck (Retire dump truck 310): \$100,000.00
5633	Machinery and Equipment	100,000.00	188,598.57	150,000.00	Replacement New mini-excavator: \$100,000.00
5639	Other Equipment	100,000.00	0.00	300,000.00	
Account Classification Total: 5600 - Capital Purchases		\$563,500.00	\$236,981.57	\$735,000.00	
Department Total: 735 - Water Division		\$8,773,356.71	\$6,136,655.01	\$8,993,001.00	
Department: 991 - Debt Service					
5400 - Debt Service					
5414	G. O. Bond-Principal	160,000.00	0.00	235,000.00	

5424	G. O. Bond-Interest	10,961.00	9,798.52	281,725.00
<i>Account Classification Total: 5400 - Debt Service</i>		\$170,961.00	\$9,798.52	\$516,725.00
Department Total: 991 - Debt Service		\$170,961.00	\$9,798.52	\$516,725.00
EXPENSES Total		\$8,944,317.71	\$6,146,453.53	\$9,509,726.00
Fund EXPENSE Total: 710 - Water Fund		\$8,944,317.71	\$6,146,453.53	\$9,509,726.00

Fund: 720 - Wastewater/Sewer Fund

EXPENSES

Department: 736 - Wastewater Division

5100 - Personal Services

5101	Salary-Elected Officials/Director	45,595.00	38,716.58	47,997.00
5102	Wages-Staff	328,833.00	289,679.79	350,605.00
5105	Overtime	3,500.00	16,871.12	3,500.00 Expecting more OT in 2025
5106	Longevity	1,875.00	1,875.00	1,225.00
5109	HSA Employer Funding	18,000.00	17,333.33	17,000.00
5151	PERS Contribution	52,612.00	40,674.67	56,256.00
5161	Group Insurance	61,790.00	54,352.34	82,945.00
5164	Workers Compensation	15,854.00	7,826.00	8,525.00
5166	Medicare	5,507.00	4,852.72	5,848.00
<i>Account Classification Total: 5100 - Personal Services</i>		\$533,566.00	\$472,181.55	\$573,901.00

5200 - Supplies

5201	Office Supplies	10,000.00	10,195.06	10,000.00
5203	Computer Supplies	12,091.93	1,317.71	14,000.00
5213	Repair and Maintenance Supplies	7,500.00	0.00	10,000.00
5241	Uniforms-Purchased	5,000.00	0.00	5,000.00
5251	MV Gas and Oil	22,262.85	8,962.10	24,000.00
5252	Aggregates	4,500.00	0.00	4,500.00
5259	Operating Materials and Supplies	80,805.29	12,783.62	80,000.00
<i>Account Classification Total: 5200 - Supplies</i>		\$142,160.07	\$33,258.49	\$147,500.00

5300 - Services

5311	Utilities	18,766.47	6,397.17	22,000.00
5321	Professional Training	4,000.00	0.00	4,000.00
5322	Conference/Reimb	4,000.00	0.00	4,000.00
5324	Professional Association Dues	2,000.00	2,056.50	4,000.00
5325	Educational Assistance	2,000.00	0.00	2,000.00
5331	Engineering/Architecture	28,000.00	3,610.12	20,000.00

increased due performance reports in Sept 2024 is at 104% increase for 2025.

wanting to add another Professional Association we currently have AWWA want to add another. in 2025

went over in this GL Account in 2024 increased due to inflation of materials purchased.

Expect to purchase new computer in 2025 for new Admin

2024 budget was at 173% in September increase for inflation and additional needs based off budget performance report.

5339	Misc Contract Services	47,376.81	2,735.36	45,000.00	
5351	Liability Insurance Deductible	1,750.00	1,750.00	1,750.00	
5352	Motor Vehicle Insurance	3,000.00	0.00	3,000.00	
5361	Building Repair/Maintenance	9,000.00	0.00	9,000.00	Expecting to purchase a lot of Safety equipment in 2025 in conjunction with the Water Department
5362	Equipment Maintenance	5,000.00	842.43	7,500.00	
5363	MV Repair/Maintenance-External	1,000.00	0.00	2,500.00	with new equipment and Trucks might need external purchasing.
5364	MV Repair/Maintenance-Internal	6,000.00	0.00	6,000.00	
5365	Utility Line Repair/Maintenance	245,357.94	87,140.30	130,000.00	
5366	Computer Maintenance	18,000.00	0.00	18,000.00	
5378	Columbus Contract	6,849,406.84	5,801,923.74	6,519,000.00	Expecting a 6% increase from Columbus
5391	Postage	15,000.00	261.07	15,000.00	
5399	Other Miscellaneous Services	370,019.60	118,209.33	370,000.00	
Account Classification Total: 5300 - Services		\$7,629,677.66	\$6,024,926.02	\$7,182,750.00	

5600 - Capital Purchases

5611	Buildings	12,500.00	0.00	12,500.00	
5631	Furniture and Fixtures	1,000.00	0.00	2,500.00	New furniture for New Admin
5632	Motor Vehicles	350,000.00	48,383.00	350,000.00	the purchase of Two Trucks Hydrant Truck, and Boom/lift Truck and related equipment; also to upgrade the mini hoe from at 37 size to a 50 or possibly an 80 size.
5633	Machinery and Equipment	100,000.00	188,598.58	250,000.00	purchase a dump truck and safety equipment with it.
5639	Other Equipment	100,000.00	0.00	100,000.00	
Account Classification Total: 5600 - Capital Purchases		\$563,500.00	\$236,981.58	\$715,000.00	
Department Total: 736 - Wastewater Division		\$8,868,903.73	\$6,767,347.64	\$8,619,151.00	

Department: 991 - Debt Service

5400 - Debt Service

5414	G. O. Bond-Principal	0.00	0.00	70,000.00	
5424	G. O. Bond-Interest	0.00	0.00	274,380.00	
Account Classification Total: 5400 - Debt Service		\$0.00	\$0.00	\$344,380.00	
Department Total: 991 - Debt Service		\$0.00	\$0.00	\$344,380.00	
EXPENSES Total		\$8,868,903.73	\$6,767,347.64	\$8,963,531.00	
Fund EXPENSE Total: 720 - Wastewater/Sewer Fund		\$8,868,903.73	\$6,767,347.64	\$8,963,531.00	

Fund: 740 - Storm Water Drainage Fund

EXPENSES

Department: 737 - Storm Water Division

5100 - Personal Services

5102	Wages-Staff	238,901.00	204,487.13	263,140.00	
5105	Overtime	4,900.00	9,160.24	4,900.00	
5106	Longevity	3,125.00	3,700.00	2,775.00	

5109	HSA Employer Funding	7,000.00	5,000.00	7,000.00
5151	PERS Contribution	33,870.00	25,221.76	37,214.00
5161	Group Insurance	35,046.00	21,353.21	35,265.00
5164	Workers Compensation	10,450.00	5,230.00	5,724.00
5166	Medicare	3,580.00	3,083.35	3,927.00
<i>Account Classification Total: 5100 - Personal Services</i>		\$336,872.00	\$277,235.69	\$359,945.00

5200 - Supplies

5201	Office Supplies	6,500.00	864.90	6,500.00
5203	Computer Supplies	750.00	295.63	750.00
5205	Small Tools/Minor Equipment	1,500.00	6,403.98	1,500.00
5241	Uniforms-Purchased	1,600.00	1,465.79	1,600.00
5251	MV Gas and Oil	11,290.24	6,511.17	10,000.00
5252	Aggregates	1,250.00	162.00	1,250.00
5259	Operating Materials and Supplies	49,528.12	28,520.79	47,000.00
<i>Account Classification Total: 5200 - Supplies</i>		\$72,418.36	\$44,224.26	\$68,600.00

5300 - Services

5311	Utilities	10,437.30	3,337.53	10,000.00
5321	Professional Training	1,000.00	1,781.00	5,000.00
5322	Conference/Reimb	100.00	402.46	100.00
5324	Professional Association Dues	220.00	70.00	220.00
5331	Engineering/Architecture	8,000.00	2,986.69	8,000.00
5339	Misc Contract Services	56,438.11	32,434.57	55,250.00
5351	Liability Insurance Deductible	2,500.00	0.00	2,500.00
5352	Motor Vehicle Insurance	2,750.00	0.00	2,750.00
5361	Building Repair/Maintenance	4,000.00	0.00	4,000.00
5364	MV Repair/Maintenance-Internal	3,500.00	0.00	3,500.00
5365	Utility Line Repair/Maintenance	7,500.00	0.00	7,500.00
5378	Columbus Contract	1,089,755.25	881,946.50	1,200,000.00 1-3% increase from Columbus
5391	Postage	22,000.00	0.00	22,000.00
5397	Uniform Rental	2,000.00	0.00	2,000.00
5399	Other Miscellaneous Services	41,019.60	6,435.24	41,000.00
<i>Account Classification Total: 5300 - Services</i>		\$1,251,220.26	\$929,393.99	\$1,363,820.00

5600 - Capital Purchases

5632	Motor Vehicles	100,000.00	96,925.00	250,000.00 Sweeper - splitting with Street
5633	Machinery and Equipment	60,000.00	63,065.41	0.00
<i>Account Classification Total: 5600 - Capital Purchases</i>		\$160,000.00	\$159,990.41	\$250,000.00
<i>Department Total: 737 - Storm Water Division</i>		\$1,820,510.62	\$1,410,844.35	\$2,042,365.00

Department: 991 - Debt Service

5400 - Debt Service

5414	G. O. Bond-Principal	115,000.00	0.00	190,000.00
5424	G. O. Bond-Interest	8,023.00	4,011.50	277,092.00
<i>Account Classification Total: 5400 - Debt Service</i>		\$123,023.00	\$4,011.50	\$467,092.00
Department Total: 991 - Debt Service		\$123,023.00	\$4,011.50	\$467,092.00
EXPENSES Total		\$1,943,533.62	\$1,414,855.85	\$2,509,457.00
Fund EXPENSE Total: 740 - Storm Water Drainage Fund		\$1,943,533.62	\$1,414,855.85	\$2,509,457.00

Fund: 750 - Solid Waste Fund

EXPENSES

Department: 738 - Refuse Collection

5300 - Services

5315	Private Hauler Contract	2,939,257.21	2,349,951.92	2,700,000.00	Exercising first year of two one year extension options (Local Waste Services).
5391	Postage	15,000.00	261.07	10,000.00	
5399	Other Miscellaneous Services	130,019.60	4,224.24	60,000.00	Recycling processing services (Rumpkie of Ohio). Biannual Household Hazardous Waste (HHW) event (Environmental Enterprise Incorporated)
<i>Account Classification Total: 5300 - Services</i>		\$3,084,276.81	\$2,354,437.23	\$2,770,000.00	
Department Total: 738 - Refuse Collection		\$3,084,276.81	\$2,354,437.23	\$2,770,000.00	
EXPENSES Total		\$3,084,276.81	\$2,354,437.23	\$2,770,000.00	
Fund EXPENSE Total: 750 - Solid Waste Fund		\$3,084,276.81	\$2,354,437.23	\$2,770,000.00	

Fund: 941 - JEDD1-ETNA-REYNOLDSBURG

EXPENSES

Department: 000 - General

5500 - Transfers/Other

5529	Miscellaneous Distributions	680,000.00	667,949.04	700,000.00	
<i>Account Classification Total: 5500 - Transfers/Other</i>		\$680,000.00	\$667,949.04	\$700,000.00	
Department Total: 000 - General		\$680,000.00	\$667,949.04	\$700,000.00	
EXPENSES Total		\$680,000.00	\$667,949.04	\$700,000.00	
Fund EXPENSE Total: 941 - JEDD1-ETNA-REYNOLDSBURG		\$680,000.00	\$667,949.04	\$700,000.00	

Fund: 942 - JEDD2-ETNA-REYNOLDSBURG

EXPENSES

Department: 000 - General

5500 - Transfers/Other

5529	Miscellaneous Distributions	140,000.00	95,674.11	150,000.00	
<i>Account Classification Total: 5500 - Transfers/Other</i>		\$140,000.00	\$95,674.11	\$150,000.00	
Department Total: 000 - General		\$140,000.00	\$95,674.11	\$150,000.00	
EXPENSES Total		\$140,000.00	\$95,674.11	\$150,000.00	

Fund EXPENSE	Total: 942 - JEDD2-ETNA-REYNOLDSBURG	\$140,000.00	\$95,674.11	\$150,000.00
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Fund: 943 - JEDD3-ETNA-REYNOLDSBURG

EXPENSES

Department: 000 - General

5500 - Transfers/Other

5529	Miscellaneous Distributions	820,000.00	708,403.63	800,000.00
Account Classification Total: 5500 - Transfers/Other		\$820,000.00	\$708,403.63	\$800,000.00
Department Total: 000 - General		\$820,000.00	\$708,403.63	\$800,000.00
EXPENSES Total		\$820,000.00	\$708,403.63	\$800,000.00

Fund EXPENSE Total: 943 - JEDD3-ETNA-REYNOLDSBURG

Fund: 944 - JEDD4-ETNA-REYNOLDSBURG

EXPENSES

Department: 000 - General

5500 - Transfers/Other

5529	Miscellaneous Distributions	337,000.00	138,821.63	250,000.00
Account Classification Total: 5500 - Transfers/Other		\$337,000.00	\$138,821.63	\$250,000.00
Department Total: 000 - General		\$337,000.00	\$138,821.63	\$250,000.00
EXPENSES Total		\$337,000.00	\$138,821.63	\$250,000.00

Fund EXPENSE Total: 944 - JEDD4-ETNA-REYNOLDSBURG

Fund: 947 - JEDD 7- REYNOLDSBURG-ETNA

EXPENSES

Department: 000 - General

5500 - Transfers/Other

5529	Miscellaneous Distributions	358,000.00	319,561.87	360,000.00
Account Classification Total: 5500 - Transfers/Other		\$358,000.00	\$319,561.87	\$360,000.00
Department Total: 000 - General		\$358,000.00	\$319,561.87	\$360,000.00
EXPENSES Total		\$358,000.00	\$319,561.87	\$360,000.00

Fund EXPENSE Total: 947 - JEDD 7- REYNOLDSBURG-ETNA

Fund: 971 - Brice Main Tif

EXPENSES

Department: 000 - General

5500 - Transfers/Other

5527	Agency/Tief Distributions	265,000.00	150,302.78	265,000.00
Account Classification Total: 5500 - Transfers/Other		\$265,000.00	\$150,302.78	\$265,000.00

Project: 4001 - Tlef-Home Depot

5300 - Services

5373 Auditor/Treasurer Fees

861.92 1,000.00

<i>Account Classification Total: 5300 - Services</i>				\$2,000.00	\$861.92	\$1,000.00
Project Total: 4001 - Tief-Home Depot				\$2,000.00	\$861.92	\$1,000.00
Project: 4002 - Tief-Walgreens						
<i>5300 - Services</i>						
5373 Auditor/Treasurer Fees						
<i>Account Classification Total: 5300 - Services</i>				5,000.00	456.66	1,000.00
Project Total: 4002 - Tief-Walgreens				\$5,000.00	\$456.66	\$1,000.00
Department Total: 000 - General				\$5,000.00	\$456.66	\$1,000.00
				\$272,000.00	\$151,621.36	\$267,000.00
EXPENSES Total				\$272,000.00	\$151,621.36	\$267,000.00
Fund EXPENSE Total: 971 - Brice Main Tif				\$272,000.00	\$151,621.36	\$267,000.00

Fund: 973 - Summit Rd Tif #1

EXPENSES

Department: 000 - General

Project: 4000 - Tief-General

5300 - Services

5373

Auditor/Treasurer Fees

<i>Account Classification Total: 5300 - Services</i>				1,500.00	253.58	1,000.00
Project Total: 4000 - Tief-General				\$1,500.00	\$253.58	\$1,000.00
Department Total: 000 - General				\$1,500.00	\$253.58	\$1,000.00
EXPENSES Total				\$1,500.00	\$253.58	\$1,000.00
Fund EXPENSE Total: 973 - Summit Rd Tif #1				\$1,500.00	\$253.58	\$1,000.00

Fund: 974 - Taylor Rd Tif #1

EXPENSES

Department: 000 - General

Project: 4000 - Tief-General

5300 - Services

5373

Auditor/Treasurer Fees

<i>Account Classification Total: 5300 - Services</i>				1,000.00	670.07	1,000.00
Project Total: 4000 - Tief-General				\$1,000.00	\$670.07	\$1,000.00
Department Total: 000 - General				\$1,000.00	\$670.07	\$1,000.00
EXPENSES Total				\$1,000.00	\$670.07	\$1,000.00
Fund EXPENSE Total: 974 - Taylor Rd Tif #1				\$1,000.00	\$670.07	\$1,000.00

Fund: 975 - Taylor Rd Tif #2

EXPENSES

Department: 000 - General

Project: 4000 - Tief-General

5300 - Services

5373	Auditor/Treasurer Fees	400.00	212.45	500.00
<i>Account Classification Total: 5300 - Services</i>				
Project Total: 4000 - Tiefert-General		\$400.00	\$212.45	\$500.00
Department Total: 000 - General		\$400.00	\$212.45	\$500.00
EXPENSES Total		\$400.00	\$212.45	\$500.00
Fund EXPENSE Total: 975 - Taylor Rd Tif #2				
Fund: 976 - Broad Street TIF		\$400.00	\$212.45	\$500.00

Fund: 976 - Broad Street TIF

EXPENSES

Department: 000 - General

Project: 4000 - Tiefert-General

5300 - Services

5373	Auditor/Treasurer Fees	3,000.00	2,332.99	3,000.00
<i>Account Classification Total: 5300 - Services</i>				
Project Total: 4000 - Tiefert-General		\$3,000.00	\$2,332.99	\$3,000.00
Department Total: 000 - General		\$3,000.00	\$2,332.99	\$3,000.00
EXPENSES Total		\$3,000.00	\$2,332.99	\$3,000.00
Fund EXPENSE Total: 976 - Broad Street TIF				
Fund: 977 - 2018 Main St/Brice Rd TIF		\$3,000.00	\$2,332.99	\$3,000.00

Fund: 977 - 2018 Main St/Brice Rd TIF

EXPENSES

Department: 000 - General

Project: 4000 - Tiefert-General

5300 - Services

5373	Auditor/Treasurer Fees	40,000.00	18,731.19	40,000.00
<i>Account Classification Total: 5300 - Services</i>				
Project Total: 4000 - Tiefert-General		\$40,000.00	\$18,731.19	\$40,000.00
Department Total: 000 - General		\$40,000.00	\$18,731.19	\$40,000.00
EXPENSES Total		\$40,000.00	\$18,731.19	\$40,000.00
Fund EXPENSE Total: 977 - 2018 Main St/Brice Rd TIF				
Fund: 977 - 2018 Main St/Brice Rd TIF		\$40,000.00	\$18,731.19	\$40,000.00
EXPENSE GRAND Totals:		\$31,844,542.71	\$21,155,025.50	\$33,717,763.00



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: November 25, 2024

RE: An Ordinance Authorizing the Mayor to Execute a Contract between the City of Reynoldsburg and the Fraternal Order of Police, Ohio Labor Council, Inc. (Dispatchers) for a Period from January 1, 2025 through December 31, 2027, and Declaring an Emergency

APPROVALS:

Joe Begeny
Stephen Cicak
Chris Shook
Mollie Prasher

EMERGENCY:

three-read emergency

REASON FOR EMERGENCY:

in order to meet the December 31, 2024 expiration of the current contract

STAFF REPORT:

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF REYNOLDSBURG AND THE FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC. (DISPATCHERS) FOR A PERIOD FROM JANUARY 1, 2025 THROUGH DECEMBER 31, 2027, AND DECLARING AN EMERGENCY

WHEREAS, the City has successfully completed negotiations with the Fraternal Order of Police, Ohio Labor Council, Inc., representing the full-time employees in the ranks of police officer and dispatchers; and

WHEREAS, the proposed agreement, ratified by the bargaining unit employees, would be effective for the period from January 1, 2025 through December 31, 2027.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Reynoldsburg, Ohio that:

Section 1. The Mayor is hereby authorized to execute the agreement between the City of Reynoldsburg and the Fraternal Order of Police, Ohio Labor Council, Inc. (Dispatchers) attached hereto as Exhibit A and made a part hereof for a period of January 1, 2025 through

December 31, 2026.

SECTION 2. That the Auditor's Office is hereby authorized and directed to issue payment beginning January 1, 2025.

SECTION 3. That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the City and further that the prior contract expired on December 31, 2024, and action by Council is necessary within thirty days of the new contract being submitted; wherefore, upon adoption by Council this Ordinance shall be in effect immediately upon signature of the Mayor.



AGREEMENT BETWEEN
THE CITY OF REYNOLDSBURG



THE FRATERNAL ORDER OF POLICE
OHIO LABOR COUNCIL, INC.
DISPATCHERS

Effective January 1, 2025
Through
December 31, 2027

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ARTICLE 1 - CONTRACT

Section 1.1 Contract This contract is made and entered into by and between the City of Reynoldsburg, Ohio (hereinafter referred to as the "City", and the Fraternal Order of Police, Ohio Labor Council, Inc., (hereinafter referred to as the "Labor Council").

Section 1.2 Purpose The purpose of this Agreement is to comply with the requirements of Chapter 4117 of the Ohio Revised Code and to set forth the full and complete understandings and agreements between the parties governing the wages, hours, terms and conditions of employment for those employees included in the bargaining units as defined herein.

Section 1.3 Legal References

- A. Unless otherwise indicated, the terms used in this Contract shall be interpreted in accordance with the provisions of Chapter 4117 of the Revised Code. Where this Contract makes no specification about a matter, the City, members and the Labor Council are subject to all applicable federal and state laws or local ordinances pertaining to the wages, hours, and terms and conditions of employment for public employees. However, said laws or ordinances are not incorporated into this Contract. Laws pertaining to civil rights, affirmative action, unemployment compensation, workers' compensation, and retirement of members are not superseded by this Contract, except where they have been negotiated and included herein.
- B. Should any part of this Contract be held invalid by operation of law or by any tribunal of competent jurisdiction, or should compliance with or enforcement of any part of this Contract be restrained by any such tribunal pending a final determination as to its validity or affect the remaining portions hereof shall remain in effect nor will the application of such portions be applied to persons or circumstances other than those to whom or to which it has been held invalid or has been restrained. In the event of invalidation of any portion of this written contract and upon written request by either party, the parties to this Contract shall meet within a reasonable time (not to exceed twenty- eight (28) calendar days) in an attempt to modify the invalidated provision through negotiations.

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

Section 1.5 Past Practices The City and Labor Council acknowledge that certain customs and practices presently exist on a Department-wide basis with respect to the operation of the Police Department that are too detailed to be set forth herein. Such customs and practices are defined as having been in effect for a period of time and known to a lieutenant or the chief. One incident does not generally constitute a past practice, but may, by affirmative action on the part of a lieutenant or the chief, constitute a past practice or custom. When those customs and practices fall within Management Rights as set forth in Article 9 herein, the City agrees not to alter them without notice to the Labor Council Committee Chairman, when practicable.

When the above-referenced customs and practices do not fall within Management Rights as set forth in Article 9 herein, then the City agrees not to alter them without prior notice to the Labor Council Committee Chairman.

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

ARTICLE 2 - RECOGNITION

Section 2.1 Recognition The Labor Council is recognized by the City as the exclusive representative for all members identified in the Bargaining Unit described in Section 2 of this Article in any and all matters relating to wages, hours, and terms and conditions of employment, and the continuation, modification, or deletion of existing provisions of this Contract.

Section 2.2 Bargaining Unit All Police Dispatchers as certified by the State Employment Relations Board (SERB) in case #91-REP-02-0028.

Section 2.3 Exclusions Excluded are all part-time, temporary, seasonal or casual employees, all supervisory or management level employees, and all positions and classifications not specifically described herein.

ARTICLE 3 - LABOR COUNCIL SECURITY

Section 3.1 Deduction of Dues and Fees The City agrees to deduct Labor Council membership dues in the amount certified to the City, the first pay period of each month from the pay of any member requesting the same in writing. The City also agrees to deduct any fees and assessments, in the amount certified by the Labor Council to the City, from the pay of any appropriate member during the first pay period of each month, in which such fees and assessments are due. If a member has insufficient pay due on that payday, such amount shall be deducted from the next or a subsequent pay. The City agrees to furnish to the Labor Council at 222 East Town Street, Columbus, Ohio 43215, once each calendar month, a warrant in the aggregate amount of the deductions made for that calendar month, together with a listing of the members for whom deductions were made.

Any member may withdraw from payment of dues deduction by submitting a letter to the City Auditor and the Labor Council expressing the member's desire to withdraw dues deduction authorization.

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

Section 3.2 Indemnification The City assumes no obligation, financial or otherwise, arising out of these provisions regarding the deduction of membership dues, fees or assessments. The Labor Council hereby agrees that it will indemnify and hold the City harmless from any claims, actions or proceedings by any employee arising from deductions made by the City pursuant

to these provisions. Once the funds are remitted to the Labor Council their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Labor Council.

Section 3.3 Use of Intra-Department Mails The Labor Council shall be permitted to utilize the intra-departmental mail system for the purpose of providing information, pertaining to Labor Council business or Bargaining Unit representation, to members. The Labor Council agrees that the use of the mail system will be reasonable and limited to providing information that is necessary for the normal conduct of business for Bargaining Unit representation. All mail placed into the mail system by the Labor Council shall be the property of the members to whom it is addressed, and such mail shall not be subject to the City's review.

Section 3.4 Ballot Box The Labor Council shall be permitted, upon prior notification to the Chief of Police, to place a ballot box at the Department headquarters for the purpose of collecting members' ballots on all Labor Council issues subject to ballot. Such box shall be the property of the Labor Council and neither the ballot box nor its contents shall be subject to the City's review.

This box shall be portable in nature and of a size large enough to collect the ballots of the affected members. The placement of the box shall be in an area accessible to the members as determined by the Police Chief. The box will be placed in position for voting not more than six (6) hours prior to the voting and will be removed immediately after the voting period is completed.

Section 3.5 Bargaining Unit Meetings Bargaining Unit Committees shall be permitted, upon prior notification to the Chief of Police to hold meetings at Department headquarters or other City buildings, rooms or facilities when such facilities have not been previously scheduled for other City business. The notification required under this Section shall be in writing, shall be delivered to the Chief at least twenty-four (24) hours prior to the time of the meeting and shall state the date, time and requested location of the meeting.

If it is not practicable for the City to provide the requested location to the members, the City will so notify the requesting party. No Bargaining Unit members shall be obligated or asked to divulge to the City information discussed at said meetings.

Section 3.6 Bulletin Boards The City shall provide space on a bulletin board for the Labor Council's use at a suitable location on City premises. The location of such bulletin boards shall be determined by mutual agreement between the Labor Council and the City. Notices shall be signed, posted and removed by employees during non-work time.

The use of bulletin boards shall be confined to:

- A. Factual notices and announcements of the Labor Council pertaining to the following:
 - 1. Meetings
 - 2. Elections and nominations
 - 3. Social and recreational affairs
- B. Any issued financial statements of the Labor Council.

- C. Signed minutes of meetings between the Labor Council and the City.
- D. Such other material as may be approved in writing, prior to posting by the personnel in charge of labor relations for the City.

Section 3.7 Labor Council Business The Labor Council representative and/or designee shall be permitted to transact official business at departmental work sites at reasonable times, provided that normal departmental operations shall not thereby be interfered with or interrupted.

ARTICLE 4 - NON-DISCRIMINATION

Section 4.1 Joint Pledge The City and the Labor Council shall not unlawfully discriminate against any member on the basis of the member's age, race, color, sex, creed, religion, ancestry, national origin, political affiliation, or legally recognized disability.

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

Section 4.3 Interpretation Words, whether in the masculine or feminine genders, shall be construed to include both genders. By the use of either gender it is understood that the use is for convenience purposes only and it is not to be interpreted as discriminatory. Whenever the context so requires, the use of words in the singular shall be construed to include the plural, and words in the plural, the singular.

ARTICLE 5 - GRIEVANCE PROCEDURE

Section 5.1 Definition of "Grievance" The term "grievance" shall mean an allegation that there has been a breach, misinterpretation or improper application of this agreement. Nothing in this Grievance Procedure shall deny members any rights available at law to achieve redress of their legal rights. ~~However, once a member elects to pursue a legal or administrative remedy in lieu of this Grievance Procedure the member is thereafter precluded from seeking a remedy under this Procedure.~~

Section 5.2 Representation A grievance can be initiated by the Labor Council Representative or an aggrieved member. When a group of members desire to file a grievance involving each member of the group in a substantially similar manner, all members shall sign the grievance, and the Labor Council Representative or the designated representative of the affected group of members will process the grievance.

Section 5.3 Written Grievance All written grievances must contain the following information to be considered and must be filed using the grievance form mutually agreed upon by the Parties.

- A. Grieved employee's name and signature.

- B. Grievor employee's classification.
- C. Date the grievance was first discussed and name of supervisor with whom the grievance was discussed.
- D. Date grievance was filed in writing.
- E. Date and time grievance occurred.
- F. The location where the grievance occurred.
- G. A description of the incident giving rise to the grievance.
- H. Specific sections of the Agreement violated.
- I. Desired remedy to resolve the grievance.

Section 5.4 Grievance Chairman Members of the Bargaining Units shall elect a member as Steward. The authorized function of the Steward shall include the attendance at any City and Labor Council joint meetings relating to a grievance and the representation of the Labor Council in investigating, processing or coordinating grievances pertaining to the grievance procedure contained in this Contract.

When an employee, as an authorized representative of the Labor Council, attends a joint conference with the City, they shall be paid for such day an amount that is no greater and no less than they would have been paid for their normal tour of duty had such joint conference not been held.

Section 5.5 Timeliness All grievances must be timely processed at the proper step in order to be considered at subsequent steps. Any employee may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal. Any grievance which is not submitted by the employee within the time limits provided herein shall be considered resolved based upon management's last answer. Any grievance not answered by management within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure. All time limits on grievances may be extended upon mutual written consent of the parties.

Section 5.6 Time Off for Presenting Grievances All employees shall be allowed time off from regular duties with pay for attendance at scheduled meetings under the grievance procedure with prior approval of the Chief, which will not be unreasonably withheld. Grievance meetings at Step 3 shall be held during the grievant's shift hours or immediately before or after said shift hours, as determined by the Chief. Time spent and paid for in grievance processing will not be counted as hours worked for purposes of overtime compensation.

Section 5.7 Grievance Procedure It is the mutual desire of the City and the Labor Council to provide for prompt adjustment of grievances, with a minimum amount of interruption of the work schedules. The City and the Labor Council agree to make a responsible effort to effect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedure shall be followed:

Step 1 - Supervisor In order for an alleged grievance to receive consideration under this procedure, the grievant, with the appropriate Labor Council representative, if applicable, must identify the alleged grievance to the employee's immediate supervisor within ten (10)

calendar days of the occurrence which gave rise to the grievance or date when the grievant should have known of the occurrence, whichever comes later. The supervisor shall investigate and provide an appropriate answer within ten (10) calendar days following the date which the supervisor was presented the grievance.

Step 2 - Chief of Police If the grievance is not resolved in Step One, the employee with the appropriate Labor Council representative, if applicable, shall reduce the grievance to writing and shall within seven (7) calendar days of the date the answer was received or should have been received from Step 1, refer the grievance to the Chief of Police (or designee). The Chief of Police shall have seven (7) calendar days in which to schedule a meeting, when necessary, with the aggrieved employee and representative, if applicable. The Chief shall investigate and respond in writing to the grievance within fourteen (14) calendar days following the meeting date.

Step 3 - Safety Director If the grievance is not resolved in Step Two, the employee, with the appropriate Labor Council representative, if the former desires, may refer the grievance to the Safety Director (or designee) within seven (7) calendar days after receiving the Step 2 reply. The Safety Director shall have fourteen (14) calendar days in which to schedule a meeting with the grieved employee and the employee's representative, if applicable. The Safety Director shall investigate and respond to the grievant and/or appropriate representative within fourteen (14) calendar days following the meeting.

ARTICLE 6 -ARBITRATION

Section 6.1 Arbitration Should a grievant, after receiving an answer to the grievance procedure, still feel that the grievance has not been satisfactorily resolved, the grievant may, through their Labor Council representative, notify the City of the intent to have the grievance be heard before an arbitrator. The Labor Council or City may advance the grievance to arbitration upon written notice to the other party. A notification of arbitration must be submitted within fourteen (14) calendar days following the date the grievance was answered in Step Three (3) of the grievance procedure. In the event the grievance is not referred to arbitration by the Labor Council within the time limits prescribed, the grievance shall be considered resolved based upon the third step reply.

Upon receipt of a request for arbitration the City (or designee) and the representative of the Labor Council shall, within ten (10) calendar days following the request for arbitration, request a list of nine (9) impartial arbitrators from the Federal Mediation and Conciliation Service (FMCS). Upon receipt of the list of nine (9) arbitrators the parties shall meet to select an arbitrator within ten (10) working days from the date the list is received. If agreement cannot be reached as to one mutually acceptable arbitrator from the panel, the parties shall use the alternate strike method from the list of nine (9) arbitrators. The Party requesting the arbitration shall be the first to strike a name from the list, then the other party shall strike a name and alternate in this matter until one (1) name remains on the list. The remaining name shall be designed as the arbitrator to hear the dispute in question. Either party shall have the option to completely reject the list of names provided by the Federal Mediation and Conciliation Service and request another list, one time each. The parties

shall agree on a submission agreement outlining the specific issues to be determined by the arbitrator prior to the hearing.

Section 6.2 Arbitrability The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's scope of authority or jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. The arbitrator will decide the question of arbitrability before consideration of the merits.

Section 6.3 Authority and Responsibility of Arbitrator The arbitrator shall conduct a fair and impartial hearing pertaining to the grievance. The arbitrator shall afford both parties the opportunity to be heard, to present and examine witnesses, to offer documentary and other evidence and to submit post-hearing briefs. The arbitrator shall issue a written award setting forth a decision and rationale in support of said decision. The Arbitrator's decision and award shall be final and binding upon both parties. It is expressly understood and agreed that the arbitrator shall be without jurisdiction or authority to detract from, alter, add to or otherwise amend in any respect, any of the provisions of this Contract or any supplements or appendices thereto. It is agreed and understood that the jurisdiction and authority of the arbitrator shall be expressly limited by the provisions of this Contract. It is further agreed that no grievance shall be arbitrated together with any other grievance except by mutual consent of the parties.

Section 6.4 Costs of Arbitration The costs of any proofs produced at the direction of the arbitrator, the fee of the arbitration and the rent, if any, for the hearing shall be borne jointly by the parties. The expenses of any non-member witnesses shall be borne, if at all, by the Party calling them. The fees of the court reporter shall be paid by the party asking for one; such fee shall be split equally if both parties desire a reporter, or request a copy of the transcript. Any affected member in attendance for such hearing shall not lose pay or any benefits to the extent such hearing hours are during the member's normally scheduled working hours on the day of the hearing.

ARTICLE 7- NEGOTIATIONS

Section 7.1 Committees The Labor Council and the City have the right to select their own negotiations committee and to change committee members at will. Negotiations teams shall consist of no more than four (4) committee members, including consultants.

Section 7.2 Good Faith Bargaining The parties are obligated to bargain collectively with one another in good faith effort to reach an agreement. Each side will provide supporting data and rationale for its own proposals and counterproposals, and will not arbitrarily or capriciously reverse positions previously taken. Such good faith bargaining does not mean that either party is compelled to agree to a proposal nor does it require the making of a concession.

Section 7.3 Information Furnished The parties are obligated to provide each other with relevant financial and other information, as requested, which is necessary for each party to develop proposals, and counterproposals, and to negotiate in good faith.

Section 7.4 Private Meetings The Parties agree to negotiate in private meetings pursuant to Section 4117.21 of the Ohio Revised Code. These meetings will be held at times and places as agreed by the parties during a period not more than one hundred twenty (120) days before the expiration of this Contract.

Section 7.5 Spokesman The Negotiation Committees will formally communicate with each other through a spokesman named by each party.

Section 7.6 Informal Minutes Each party may informally keep its own minutes or written records of the negotiations. No official transcript of the negotiations will be maintained.

Section 7.7 Proposals At the initial negotiations meeting, each party will explain the basic structure and content of its proposals, except that either party may reserve its presentation as to economic matters to a later date. Nothing herein precludes either Party, from making a preliminary written submission of its proposal to the other Party prior to the initial meeting.

Section 7.8 Caucus and Adjournment Either party has the right to call a caucus at any time or to adjourn the negotiations session.

Section 7.9 Release Time for Negotiations If all bargaining unit members of the negotiating Committee are on duty at the time of the scheduled negotiations sessions, two (2) members will be given release time with pay and full benefits for time actually spent in negotiations. However, time spent and paid for in negotiations will not be counted as hours worked for purposes of overtime compensation. If negotiations end prior to the last thirty (30) minutes of the released member's scheduled quitting time, the released member shall report to their supervisor for duty.

Section 7.10 Applicable Law The City and the Labor Council agree that all matters pertaining to negotiations, impasse, ratification and/or rejection of a tentative contract shall be governed by Ohio Revised Code Sections 4117.10 and 4117.14.

ARTICLE 8 - NO STRIKE/NO LOCKOUT

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

Section 8.2 No Strike The Labor Council agrees that neither it nor any of its members or any employees covered by this contract, individually or collectively during the term of this contract, shall for any reason, engage in a boycott, a slow down, a work stoppage, curtailment or restriction of production, interference or interruption of work or other interference with the City's business, including but not limited to a sympathy strike, or other interference or interruption

A. The City and Labor Council agree that the grievance and arbitration procedures of this contract are adequate to provide a fair and final determination of all grievances arising under the terms of the contract. It is the desire of the Labor Council and City to avoid strikes and work stoppages and any other conduct set forth above.

B. The Labor Council and its officers, agents and members shall not authorize, condone, ratify, permit, sanction or acquiesce in activities such as those described above and, should any such activities occur, the Labor Council, by its officers, agents and members, shall be obligated to take affirmative steps to terminate such activities including promptly ordering its members to resume their normal work duties, notwithstanding the existence of any picket line

ARTICLE 9 - MANAGEMENT RIGHTS

Section 9.1 Management Rights Except as specifically limited herein, the City shall have the exclusive right to administer the business of the City of Reynoldsburg in addition to all other functions and responsibilities which are required by law. Specifically, the City's exclusive management rights include, but are not limited to the following

- A. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff, and recall or to reprimand, suspend, discharge, or discipline for just cause and to maintain order among employees;
- B. To promulgate and enforce employment rules and regulations and to otherwise exercise the prerogatives of management;
- C. To manage and determine the location, type and number of physical facilities, equipment, programs, and the work to be performed;
- D. To determine the City's goals, objectives, programs and services;
- E. To determine the size, composition, and duties of the work force, the number of shifts required, to establish work schedules, to establish hours of work, to establish, modify, consolidate, or abolish jobs (or classifications); and to determine staffing patterns, including, but not limited to the assignments of employees, duties to be performed, qualifications required, and areas worked;
- F. To relieve employees from duty due to the lack of work, lack of funds, or for other legitimate reasons which improve the economy or efficiency of the City;
- G. To determine when a job vacancy exists, the standards of quality and performance to be maintained;
- H. To determine the necessity to schedule overtime and the amount required thereof; I
To maintain the security of records and other pertinent information;
- J. To determine the overall budget;
- K. To maintain and improve the efficiency and effectiveness of the City's operation; and
- L. To determine and implement necessary actions in emergency situations.

The Labor Council recognizes and accepts that all rights and responsibilities of the City not expressly restricted or modified herein and as permitted by law shall remain the function of the City.

ARTICLE 10 - INTERNAL INVESTIGATIONS, DURATION OF RECORDS AND PERSONNEL FILES

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

- A. Whenever an investigation appears to be leading to the possibility of an employee being suspended from work or discharged, the employee will be informed of the general nature of the investigation prior to any questioning. During such questioning, the employee has the right of choice to privately consult with and be advised by a Labor Council Representative, (and or an attorney,) provided that such representative is not also a subject of the investigation.
- B. Whenever an investigation appears to be leading to the possibility of criminal charges being brought against an employee, the employee will be informed of the general nature of the investigation prior to any questioning. During such questioning, the employee has the right to be represented and advised by a Labor Council Representative (and or an Attorney), provided that such representative is not also a subject of the investigation.
- C. In all internal investigations, the member's chosen representative shall have a reasonable period of time to appear for the investigation.
- D. Before a member may be charged with insubordination for refusing to answer questions or participate in any investigation, the member shall be advised that such conduct, if continued, may be the basis for such a charge.
- E. Any interviewing of a member will be conducted at hours reasonably related to their shift, preferably during work hours, unless the seriousness of the offense in question warrants otherwise. Sessions shall be for reasonable periods of time, and time shall be allowed during such interviews for rest periods and attendance to other personal necessities.
- F. Members shall be informed of the nature of the investigation prior to any questioning, including whether or not the investigation is focused on the member for either a potential felony or misdemeanor charge if known at the time.
- G. When a member suspected of a violation is being interviewed in an internal investigation, such questioning shall be tape recorded by the City at the request of either party.
- H. Any evidence obtained in the course of internal investigations through the use of threats, coercions, or promises shall not be admissible in any subsequent criminal action or internal hearing. However, explaining to a member that potential corrective action could result if the member continues to refuse to answer questions or participate in an investigation shall not be construed as such threats, coercions, or promises. Further, explanation of the potential disciplinary consequences as to the matter under investigation shall not be construed as a threat or coercion.
- I. In the course of internal investigations, a member may be given a polygraph examination only if the member is within the primary focus of the investigation or

a known witness to an incident which precipitates the investigation, and at the member's written request directly to the Chief of Police. No polygraph examination shall be administered without the members consent. Polygraph examinations shall be administered by a polygraph examiner certified by a school accredited by the American Polygraph Association, provided that the polygraph examiner is from an outside agency and has no interest in the proceedings, and further provided that the selection of the polygraph examiner is made by mutual agreement of the member and the City. No polygraph examination may be given without the advance permission of the Chief of Police (or designee). The results of the examination shall not be used in any subsequent criminal action unless agreed to by both parties. For purposes of this agreement, polygraph examinations include, without limitation, devices, instruments and procedures which purport to differentiate between truthful and untruthful statements (e.g. polygraph, psychological stress evaluations (PSE), etc.).

- J. When a member is to be interviewed in an investigation of any other member, such interview will be conducted in accordance with the procedures established in this Section.
- K. When any anonymous complaint is made against a member and there is no corroborative evidence and none can be found after an investigation, the complaint shall be classified as unfounded.
- L. A member who is charged with violating department orders or regulations will be provided access to pertinent data related to the completed investigation. Such access shall be provided no later than fourteen (14) calendar days in advance of any department hearing related to the charge involved.
- M. All complaints, internal investigations and department charges shall initially be under the province of a supervisor to investigate who shall make recommendations to the Chief of Police through the chain of command. Prior to any suspension, demotion or termination being levied against any member based on complaints or charges, the Safety Director shall conduct a hearing at which the member and/or representative shall have the opportunity to cross-examine the accusers and offer testimony and other evidence on behalf of the member. Reasonable advance notice of a hearing date and time, as well as the charges to be heard will be provided to the member.
- N. Any member who has been under internal investigation and has been interviewed shall be informed, in writing, of the outcome of the case at the conclusion of the investigation. The Employer shall attempt to complete internal investigations within ninety (90) days. The Employer shall notify the employee if the investigation cannot be completed within ninety (90) days.
- O. If any of these procedures are violated, such violation shall be subject to the Grievance Procedure beginning at Step 3.

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

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

Section 10.3 Duration of Records All actions of record will be maintained in each member's personnel file throughout the employee's period of employment, with the exception that any records of documented warnings will be removed from the file, upon the request of the member, one (1) year after such action was taken, provided no further corrective action has occurred. Any records of written reprimands will be removed from the file upon the request of the member, two (2) years after such action was taken, provided no further corrective action of the same or similar nature has occurred. Suspensions shall be removed from the file, upon the member's request, four (4) years after such action was taken, provided that no further corrective action of the same or similar nature has occurred and further provided that the City can show no compelling need to retain such records beyond this time limit. Reductions in pay or position shall be expunged from the file, upon the member's request, in the event the City should rescind the reduction action. Records expunged from a personnel file shall be maintained in a sealed file. Expunged records, maintained in a sealed file, may only be accessed by the City in response to and defense of; actions filed against the City or its officials by the member or by a third party, but shall not be utilized for any other purpose including discipline, promotions or assignments.

The City will maintain a Records Commission, which will be responsible for ensuring that the City complies with all federal, state and/or local laws concerning the retention, expungement and/or destruction of records.

In any case in which an action or record is disaffirmed through the Grievance Procedure, by the Safety Director, by the Civil Service Commission, and/or by a court of competent jurisdiction, the members personnel file shall clearly reflect such disaffirmance. At the member's request, the City shall also expunge records of the case from the member's personnel file when such disaffirmance has occurred. In addition, unsubstantiated, unproven or untimely allegations or complaints made against a member appearing in the files of the City shall not be considered in further corrective action or promotional considerations, and shall not be shared outside the Police Department.

Section 10.4 Review of Personnel File The City and the Labor Council agree that members are responsible for periodically reviewing their personnel files. Members shall be allowed to review any of their own personnel files at any reasonable time upon written request. Such request may be made to the supervisor directly responsible for the maintenance of such files and review of the file shall be made in the presence of such supervisor or designated representative.

Except as required by Law and except for supervisory and administrative personnel with a legitimate need to know, a member's personnel file shall not be made available for review by anyone. Except, as stated above, no information in a member's personnel file will be shared with anyone outside the Department and City Administration, except name, place of employment, dates of employment, job classification and pay range. However, additional specified information may be given upon the advance, written approval of the member involved, to the Chief of Police. Any member may copy documents in their own file. The City may levy a charge for such copying, which charge shall bear a reasonable relationship to actual costs.

Section 10.5 Inaccurate Documents If upon examining the personnel file, any member has reason to believe that there are inaccuracies in documents contained therein, the member may write a memorandum to the Chief explaining the alleged inaccuracy. If the Chief concurs with the member's contentions, the Chief shall remove the faulty document. The employee maintains the right to use the grievance procedures in this matter.

Section 10.6 Placement of Material in Personnel File No document which does not include as part of its normal distribution a copy to the member, or which does not originate with the member, shall be placed in the personnel file unless the member is simultaneously provided a copy.

Section 10.7 Performance Evaluations A member's signature on any performance evaluation shall be viewed by the parties hereto as only a representation that the member has read it and shall not be viewed as representation that the member has concurred with any or all of the contents or comments thereon. The member shall be the last person to sign an annual performance evaluation. The member shall receive a copy of the evaluation in its final form when signed upon request.

Section 10.8 Departmental Hearings Department hearings will be held prior to the imposition of any suspension, reduction in pay or rank, and/or removal. Prior to any Departmental hearing before the Mayor (or designee), the member will receive from the Chief of Police a written statement of all charges and specifications. At a Departmental hearing, the charged member shall be allowed to be represented by an attorney and/or Labor Council Representative. A member who is charged, the member's attorney and/or Labor Council Representative, may make a written request, directly to the Chief of Police, to review that member's personnel file. Such request will be granted within a reasonable time by the Chief in the case of a pending Departmental hearing.

Hearings will be held in the Police Department, Office of the Mayor (or designee) unless an alternative site is mutually agreed upon by the parties. Hearings may be tape recorded by either party.

A member who is charged, the members' attorney and/or a Labor Council Representative, may make a written request for one continuance of the departmental hearing not to exceed five (5) working days. Such request will be granted where practicable at the discretion of the Mayor (or designee).

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

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

Section 10.9 Administrative Leave Prior to the disposition of the Departmental hearing, including any decision by the Mayor, the member may be placed on administrative leave with pay should the Chief determine there are urgent reasons to take this action. The length of the leave shall be solely at the Chief's discretion. No member shall be suspended without pay pending a disposition of the Departmental hearing.

Section 10.10 Appeal from Disciplinary Decision If a suspension, reduction or removal is imposed as a result of the disposition of the Departmental hearing, a member, with the approval of the Labor Council Representative, may appeal such decision directly to binding arbitration under the provisions of Article 6.

ARTICLE 11- WORK RULES AND DIRECTIVES

Section 11.1 Notification The City agrees that, to the extent practicable, work rules and/or Departmental directives shall be reduced to writing and provided to all members in advance of their enforcement. All rules and directives shall be applied uniformly to all members.

ARTICLE 12- LABOR/MANAGEMENT MEETINGS

Section 12.1 Meetings In the interest of sound Labor/Management relations, the Safety Director and representatives of the City shall meet at a mutually agreeable time with representatives of the Labor Council to discuss those matters addressed in Section 12.2 of this Article. At least twenty-four (24) hours prior to convening the meeting, either party may request the presence of specific individuals to address issues that are subjects for the meeting. Representatives for either party may attend by mutual advance agreement. Labor/Management meetings are not intended to be negotiation sessions to alter or amend the basic contract.

Section 12.2 Agenda An agenda will be furnished by the party requesting the meeting at least five (5) working days in advance. The purpose of such meetings shall be to:

- A. Discuss administration of this contract.
- B. Notify the Labor Council of any changes made by the City which affect bargaining unit members.
- C. Disseminate general information of interest to the parties.
- D. Discuss ways to increase productivity and improve efficiency.
- E. Discuss other matters mutually agreed to by the parties.

Section 12.3 Release Time Efforts will be made to schedule meetings at such times as to minimize City release time. Permission shall be granted to those members who are on duty and

whose presence at the scheduled meeting is necessary or appropriate to attend at no loss of pay or benefits. All members are subject to recall to duty if and when needed.

ARTICLE 13 - LAYOFFS AND RECALL, SENIORITY AND PROBATIONARY PERIOD

Section 13.1 Notification When the City determines that a long term layoff or job abolishment is necessary, they shall notify the affected employees fourteen (14) calendar days in advance of the effective date of the layoff or job abolishment. Employees will be notified as soon as is practical in advance of the City's decision to implement any short term layoffs lasting seventy-two (72) hours or less. The City, upon request from the Labor Council, agrees to discuss with representatives of the Labor Council, the impact of the layoff on bargaining unit employees.

Section 13.2 Layoffs The City shall determine in which classifications layoffs will occur and layoffs of bargaining unit employees will be by classification. Employees shall be laid off within each classification in order of seniority, beginning with the least senior and progressing to the most senior up to the number of employees that are to be laid off.

Section 13.3 Recall List When employees are laid off, the City shall create a recall list for each classification. The City shall recall employees from layoff within each classification as needed. The City shall recall such employees according to seniority, beginning with the most senior employee in the classification and progressing to the least senior employee up to the number of employees to be recalled. An employee shall be eligible for recall for a period of one (1) year after the effective date of the layoff. When the City recalls persons off the list, they shall be recalled to their previous classification, but not necessarily to the unit in which they were working when laid off.

Section 13.4 Recall Notice Notice of recall shall be sent to the employee by certified or registered mail with a copy to the Labor Council. The City shall be deemed to have filled its obligations by mailing the recall notice by registered mail, return receipt requested, to the last mailing address provided by the employee or agreed to by the parties.

The recalled employee shall have fourteen (14) calendar days following the date of mailing of the recall notice to notify the City of the intention to return to work and shall have five (5) calendar days following notification to the City in which to report for duty, unless a later date for returning to work is otherwise specified in the notice.

Section 13.5 Seniority List A seniority list by title shall be kept by the Chief according to job titles and shall be updated as needed. A copy shall be available for inspection in a location designated by the Chief for the purpose of defining seniority, a member's continuous service with the Reynoldsburg Police Department by title shall qualify. The seniority roster shall list all members and the dates of their first date of work for the Department as a full-time employee in order from the most senior to the least senior member in service.

Section 13.6 Probationary Period Every newly hired member will be required to successfully complete an initial probationary period. The initial probationary period shall be twelve (12) months from the date of hire.

A newly hired probationary member may be terminated at any time during the initial probationary period for unsatisfactory service and shall have no right to appeal the termination under Article five (5) and six (6) of this Contract.

ARTICLE 14 - MISCELLANEOUS NON-ECONOMIC

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

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

Section 14.3 Shift Bidding Each year between November 1st. and November 15th, the City shall post the shift assignments available for the following year. Fulltime dispatchers shall have the right to bid on the available shifts by seniority. The new shifts shall take effect the first full pay period in January following the bidding process. A dispatcher's bid request shall not be unreasonably denied.

ARTICLE 15 - HOURS OF WORK AND OVERTIME

Section 15.1 Hours of Work The workweek shall consist of forty (40) hours based on five (5) consecutive eight (8) hour workdays and two (2) regularly scheduled days off; except as provided below in this Section of this Article. The wage rates prescribed in this contract for the respective classification are based upon an average workweek of forty (40) paid hours and a work year of two thousand eighty (2,080) paid hours. Members shall be in paid status for all work hours as well as all hours while on approved paid leave.

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

Section 15.2 Overtime All hours in paid status in excess of the scheduled workday or forty (40) hours in any workweek shall be compensated at one and one-half (1-1/2) times the member's normal straight time rate. The Employer shall not change the employees' schedule once posted solely to avoid payment of overtime.

When an overtime assignment (defined by the number of posted hours) is first known to exist that is at least ten (10) or more days prior to the assignment, notice of its availability shall be communicated to all eligible members. On the next regular working day that the Chief or the Support Services Supervisor (or designee) works, the overtime assignment will be awarded to the most senior member who indicates interest by a return communication. Member's working the overtime assignment will continue to have the option of overtime pay, an adjustment of hours, or use another day off within the same pay period

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

When no member volunteers to fill an overtime assignment as outlined above, the Chief or Support Services Supervisor (or designee), may fill the overtime assignment by ordering a member to work the overtime. Except in exigent circumstances, no overtime assignment shall be given to a member, or mandated, which would require the member to work a full double shift or schedule adjustment in order to perform the overtime assignment. When reasonably possible, mandated overtime shall be rotated among available members by seniority.

Section 15.3 Compensatory Time A member may choose to take compensatory time in lieu of overtime compensation if such choice is indicated during the tour of duty in which the overtime is worked. Compensatory time shall be credited to the member and accumulated at the rate of one and one-half (1-1/2) hours for each overtime hour worked.

Compensatory time may be taken by a member, upon approval of their supervisor, provided that the member's absence does not create a hardship on the operations of the Department.

Each member's compensatory time bank shall be limited to a maximum accrual of sixty-four hours at any one time. At the end of the calendar year, a member shall have the option of either receiving a cash payment for any or all hours accrued but unused in the calendar year, provided that any hours which are not paid out will be carried over to the next calendar year and will be subject to the sixty-four (64) hour accrual. The payment will be made at the member's rate of pay in effect as of December 31 or the calendar year in which the hours are accrued and will be paid no later than January 31 of the next calendar year

Section 15.4 Call-In Pay When a member is called back to work by a supervisor for hours not abutting the regular shift hours, the member shall be guaranteed a minimum of three (3) hours pay at the member's overtime rate. If the member is called in and works more than two (2) hours the member shall be paid at the overtime rate for all hours worked.

Section 15.5 Court Pay If a member is required to appear in court as a part of the employee's job duties at a time when the employee would otherwise be off duty, the employee shall be paid the applicable rate for the actual hours necessary to fulfill the employee's court appearance, including travel time to and from a court session other than the Mayor's Court. A member shall be guaranteed a minimum of three (3) hours pay at the member's overtime rate for court appearances while off duty.

Section 15.6 Separation Upon separation from employment with the City for any reason, a member (the surviving spouse or estate of the deceased upon 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 member's current rate of pay at time of separation.

ARTICLE 16 - HOLIDAY PAY

Section 16.1 Holidays The following are designated paid holidays:

- A. New Years Day, January
- B. Martin Luther King Day, 3rd Monday in January
- C. President's Day, 3rd Monday in February
- D. Memorial Day, 1st Monday in May
- E. Independence Day, July 4th
- F. Juneteeth, June 19th
- G. Labor Day, first Monday in September
- H. Veteran's Day, November 11th
- I. Thanksgiving Day, 4th Thursday in November
- J. Day after Thanksgiving, 4th Friday in November
- K. Day before Christmas, December 24th
- L. Christmas Day, December 25th
- M. Day before New Years Day, December 31st
- N. Personal Day
- O. Any day or part of any day as proclaimed by the Mayor.

Section 16.2 Holiday Not Worked

- A. Members on 8-hour shifts will be compensated 8 hours;
- B. Members on 10-hour shifts will be compensated 10 hours;

Section 16.3 Holiday Worked

- A. When a holiday is worked by a member, the member will be compensated at the overtime rate for hours actually worked, in addition to straight time.

Section 16.4 Method of Payment

- A. Members have the option of compensatory time or holiday pay. Such compensatory time shall be applied to the cap set forth in Article 15. A member may choose to bank holiday pay for each holiday. If a member chooses this option, the member must declare the intent by

December 15 of the preceding year and will be paid for holidays in a lump sum in the first pay period of December each year.

ARTICLE 17 - WAGES

Effective January 1.2025

+4%	A	B	C	D	E
	\$27.64	\$29.12	\$30.63	\$32.15	\$33.98
ANNUALLY	\$57,497.85	\$60,569.60	\$63,727.87	\$66,886.14	\$70,693.37

Effective January 1. 2026

+4%	A	B	C	D	E
HOURLY	\$28.74	\$30.28	\$31.86	\$33.44	\$35.34
ANNUALLY	\$59,797.77	\$62,992.38	\$66,276.91	\$69,561.58	\$73,520.67

Effective January 1. 2027

+4%	A	B	C	D	E
HOURLY	\$29.89	\$31.49	\$33.13	\$34.78	\$36.76
ANNUALLY	\$62,189.62	\$65,512.07	\$78,927.98	\$72,343.89	\$76,461.33

Section 17.2 Shift Differential A shift differential of one dollar Twenty-five cents (\$1.25) per hour worked shall be paid to any employee when the majority of their scheduled shift is after 1:00 **P.M.** and before 6:00 AM. (During the life of this Agreement, should any other Police Department Bargaining Unit receive a higher shift differential this Bargaining Unit shall receive the higher differential at the same time.)

Section 17.3 Pension Pick-up The City method of payment of salary and the provision of fringe benefits to the members who are participants in the **PERS** Pension Fund are hereby modified as follows, in order to provide for a fringe benefit pick-up of employee contributions to the PERS Pension Fund.

1. In addition to the total salary and salary per pay period which is otherwise payable to each member, the total portion of the member's contribution to the PERS Pension Fund shall be paid by the City.
2. The sums paid by the City under paragraph 1 in lieu of payment by the member shall not be treated as additional salary, wages or compensation. The pick-up shall not be included in the member's total annual salary for the purpose of computing daily rate of pay, for the determining paid salary adjustments to be made due to absence, or for any similar purpose.
3. The pick-up by the City of a member's contribution to the PERS Pension Fund shall be mandatory for all members who are participants in the Fund. No such member shall have the option of choosing to receive contributed amounts directly instead of having them paid by the City to the Fund.

Section 17.4 Pay Periods All members shall be paid on a bi-weekly basis. The official pay date shall be every other Friday in that period, provided that when a holiday falls on a regular pay

day the payroll shall be distributed on the day immediately preceding the holiday.

Section 17.5 Administration of Pay Plan In the administration of the pay plan for all covered employees, the five steps of the plan shall be applied as set forth below:

1. Step A is the minimum rate and shall be the hiring rate for the classification except that if a person is qualified by education or experience the appointing authority may establish the hiring rate at Step A, Step B, or Step C.
2. Progression from Step A through Step E shall be made at intervals of one year of satisfactory service from the employee's service date.

Section 17.6 Training New Employee Pay Any member who serves as a training officer for bargaining unit members shall receive a pay differential of \$3.50 per hour for each hour of training time spent with the trainee.

Section 17.7 TAC/ATAC Assignment. Any member selected by the Chief of Police or designee to perform the duties of TAC officer shall be compensated an additional **one dollar (\$1.00)** per hour for all hours actually assigned and working as the TAC or ATAC.

Section 17.8 Longevity Bargaining unit employees shall receive longevity pay as listed below.

Years of Service	Longevity Pav
4 through 6 years	\$700.00
7 through 9 years	\$850.00
10 through 14 Yrs.	\$1,000.00
15 through 19 Yrs.	\$1,150.00
20 or more years	\$1,300.00

Longevity Pay shall begin on the employees' qualifying anniversary and paid in one (1) lump sum by a separate check each year

ARTICLE 18- VACATION LEAVE

Section 18.1 Accrual Each full-time employee is entitled, during each year following the first year of service, to earned vacation leave with full pay in accordance with the following schedule:

Completed Years of Service	Hours Earned Each Year
1 thru 5 years	80 hours
6 thru 10 years	120 hours
11 thru 14 years	160 hours
15 thru 19 years	208 hours
20 or more	232 hours

Section 18.2 Carry Over An employee may, at the discretion of the City, carry over from year to year, a maximum of forty (40) hours of accumulated vacation leave. Any vacation balance in excess of this permitted carry over shall be forfeited, unless the Chief of Police determines that an employee may not take all or a portion due to job requirements. In that event, any vacation balance in excess of forty (40) hours may be paid to the employee at the earned rate of pay.

Section 18.3 Annual Leave The Department shall attempt to accommodate each member's vacation leave request. Prior to February 1, each year members shall submit annual vacation requests by seniority to their chain of command for vacation scheduling. These requests shall be granted as requested to the extent practicable unless a conflict in scheduling necessitates that all requests cannot be granted. In such an instance, length of service with the Department as a full-time member shall be the determining factor in the granting of vacation leave requests. Employees who earn one hundred twenty (120) hours or more of vacation per year shall be required to request and take one forty (40) hour block of vacation each year. Such employees may also "cash in" up to forty (40) hours of earned vacation each year after their anniversary date of hire.

Section 18.4 Casual Leave Casual vacation leave may be granted in hourly segments upon approval of the supervisor.

Section 18.5 Payout Upon separation from City Service, employees are entitled to compensation for the pro-rated portion of any unused vacation leave to their credit at the time of separation at their prevailing rate of pay.

In case of death of an employee, the unused vacation leave credited to any such employee shall be paid to the surviving spouse, or the estate of the deceased if there is no surviving spouse.

Section 18.6 For purposes of this article, time spent on an unpaid leave of absence shall not count as service for purposes of computing years of service. Time spent on an approved unpaid leave of absence shall not constitute a break in service.

ARTICLE 19 - SICK LEAVE

Section 19.1 Credit Sick leave credit shall be earned at the rate of 4.6 hours for each eighty (80) hours of service in active pay status, which for the purpose(s) of this Article shall include paid vacation, overtime and sick leave, but not during leave of absence or layoff. Unused sick leave shall accumulate without limit. Sick leave shall not be advanced prior to its being earned.

Section 19.2 Usage

- A. Sick leave shall be granted to an employee upon approval of the City. Sick leave may be requested for the following reasons:
 - 1. Illness of the employee or a member of the employee's immediate family. Injury to the employee (after injury leave expires if the employee so qualifies.)
 - 2. Medical, dental or optical examinations or treatment of the employee or member of the employee's immediate family, which requires the presence of the employee, and which cannot be scheduled during non-working hours
 - 3. If a member of the immediate family is afflicted with a contagious disease or requires the care and attendance of the employee or when, through exposure to a contagious disease, the presence of the employee on the job would jeopardize the health of others;
 - 4. Pregnancy and/or childbirth and other conditions related thereto.
- B. Definition of immediate family: Mother, father, brother, sister, child, spouse, grandparent, grandchild, guardian, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, or other person who stands in place of a parent.

Sick leave shall be charged in minimum units of one (1) hour. It is understood that employees shall, whenever possible, schedule medical/dental appointments so as to not disrupt the operations of their Department. An employee shall be charged for sick leave only for days upon which the employee would otherwise have been scheduled to work. Compensation for approved sick leave shall be at the employee's base hourly rate of pay.

- C. When an employee is unable to report to work, the employee shall notify their supervisor or other designated person, no later than one (1) hour prior to their assigned shift, and shall leave a telephone number where the employee may be reached by the supervisor.

Section 19.3 Verification

- A. The City may require an employee to furnish a standard written signed statement explaining the nature of the illness to justify the use of sick leave. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action including dismissal. Any illness exceeding three days must be accompanied by a doctor's certificate.
- B. If medical attention is required, the employee shall be required to furnish a statement from a licensed physician notifying the City that the employee was unable to perform the required duties. Where sick leave is requested to care for a member of the immediate family, the City may require a physician's certificate to the effect that the presence of the employee is necessary to care for the ill person.
- C. The City may require an employee to take an examination, conducted by a licensed physician of the City's choice, to determine the employee's physical or mental capability to perform the duties of the employee's position. If found not qualified, the employee may be placed on sick leave or other leave. The cost of such examination shall be paid by the City. The employee, at the employee's own expense, shall be allowed to provide the City with a 2nd opinion, from a licensed physician.
- D. Employees failing to comply with sick leave rules and regulations shall not be paid and disciplinary action may be taken. Application for sick leave with intent to defraud will

result in dismissal and may result in refund of salary or wages paid.

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

1. Such absence may, with the approval of the Chief, be charged to compensatory time or to vacation leave.
2. Intermittent period of sick leave for the same illness or injury, when such usage is approved by the chief, shall be counted as one absence if they occur during a period of not to exceed thirty (30) calendar days from the date the member returns to work.

Section 19.4 Separation Payment of accrued but unused sick leave will be made to each bargaining unit employee, upon disability or service retirement under the Ohio Public Employee's Retirement System, who has ten (10) or more years of service with the City. The amount of payment will be as set forth in the following scale. Such payment shall be based on the employee's rate of pay at the time of retirement.

Minimum Years Of Service	Percentage of Accrued but Unused Sick Leave	Maximum Hours Paid Out
10 years	25%	320
15 years	30%	540
20 years	40%	760
25 years	50%	880

Section 19.5 Employees who use no sick leave in a calendar year shall earn two personal days to be used in the next calendar year.

ARTICLE 20 - INSURANCE

Section 20.1 Insurance The City may modify health insurance coverage offered to bargaining unit employees. If the City is considering any health insurance changes, it shall provide the Union with at least thirty (30) days advance notice. Upon request, the City shall meet with the Union to discuss all aspects of health insurance coverage, including the affect of any potential changes on bargaining unit members.

The medical, prescription, dental and vision coverage offered to bargaining unit employees shall not differ from the benefits offered to non-bargaining unit employees of the city.

Section 20.2 The City shall pay for life insurance for each member in the amount of \$40,000 with double indemnity for accidental death.

Premium contribution for dental and vision coverage shall remain at 7% for the duration of this agreement.

Bargaining unit employees shall pay the same premium contribution paid by non-bargaining unit employees of the City.

Bargaining unit employees shall receive the same contribution to the HS.A. account as non-

bargaining unit employees of the City.

Employees required to forfeit insurance coverage because their spouse is also a covered City employee shall receive fifty (\$50) dollars per month while such forfeiture is in effect.

Section 20.3 Liability Coverage The City will defend and indemnify members as required by O.R.C. Chapter 2744 for the good faith performance of their duties within the scope of their employment.

ARTICLE 21 - INJURY LEAVE

Section 21.1 Injury Leave

- A. For each separate injury sustained, injury leave shall be paid to any member who suffers an incapacitating injury arising out of their performance of job duties for the City. Such injury may include exposure of the member to a contagious disease which could be communicated to and jeopardize the health of other employees, if such exposure and jeopardy is certified by a physician. Such injury leave shall be paid at the member's prevailing rate of pay, and be limited to a maximum of seven hundred twenty (720) hours per occurrence.
- B. To qualify for injury leave, it must be established that the injury arose out of performance of job duties, and did not result from misbehavior on the part of the member. It shall be the obligation of the member to report said injury immediately to the supervisor and to receive necessary medical treatment, present to the City a certificate from an attending physician or psychologist stating the nature of the injury and the prognosis, and to return to work status at the earliest time permitted by the attending physician. After the member has been given permission to return to work status by the attending physician, and member is taken off injury leave status, a member may reapply for injury leave and exhaust a total of seven hundred twenty (720) hours of injury leave per occurrence when continued use of injury leave is appropriate.
- C. The appointing authority or Chief may obtain an additional opinion from a licensed physician or psychologist in order to substantiate the nature of the injury and/or establish conclusively that the injury qualifies for injury leave as defined in this Section. Should this additional opinion be necessary, it shall be paid for by the City.
- D. Upon exhaustion of injury leave, a member may use sick leave or other available paid leave.

ARTICLE 22 - LEAVES OF ABSENCE

Section 22.1 Leave Without Pay Employees may be granted the following types of unpaid leaves of absence by the appointing authority.

- A. **Disability Leave**
A physically incapacitated employee may request a disability leave. A disability leave may be granted not to exceed six (6) months when the disability continues beyond accumulated sick leave- rights and provided the employee is:
 - 1. Hospitalized or institutionalized
 - 2. On a period of convalescence following hospitalization or institutionalization authorized by a physician at the hospital or institution; or

3. Is declared incapacitated for the performance of the duties of the position by a licensed physician designated by the City. Such examination may be required by the City.

It is the employee's responsibility to request a disability leave and such leave is not granted automatically when the employee's sick leave has expired.

B. Personal Leave

The Employer may grant a leave of absence to any employee for a maximum duration of six (6) months for any personal reasons of the employee. Such leave may not be renewed or extended beyond six (6) months. The employee shall include all pertinent information relating to the need for a personal leave of absence with the request for leave. Such leave shall be at the total discretion of the City. No leave of absence shall be granted for the purpose of working another job.

1. The authorization of a leave of absence without pay is a matter of administrative discretion. The City shall decide in each individual case if a leave of absence is to be granted. A leave of absence shall be requested on the standard Request For Leave Form. Employees who are on an unpaid personal leave of absence which exceeds sixty (60) calendar days shall be required, in order to retain insurance benefits, to pay the entire premiums for all insurance during the term of such leave.
2. An employee on leave of absence without pay does not earn sick leave or vacation credit.
3. If a leave of absence is granted for a specific purpose, and it is found that leave is not actually being used for such purpose, the City may cancel the leave and direct the employee to report for work by giving written notice to the employee.
4. Upon completion of a leave of absence, the employee may be returned to the position formerly occupied, or to a similar position if the employee's former position no longer exists. An employee may be returned to work before the scheduled expiration of leave if requested by the employee and agreed to by the City. If an employee fails to return to work at the expiration of an approved leave of absence, and does not submit a resignation, the employee will be considered "absent without leave" and shall be subject to immediate termination.

C. Family and Medical Leave

1. Pursuant to the Family and Medical Leave Act of 1993 (as amended), FMLA leave may be granted to an employee who has been employed by the City for at least twelve (12) months before the leave is requested and who has provided at least 1,250 hours of service during the twelve (12) months before the leave is requested. The leave may be granted up to a total of twelve (12) weeks during any twelve (12) month rolling period for the following reasons:
 - I. Because of the birth of a child or placement for adoption or foster care of a child;

- II. In order to care for the spouse, son, daughter, parent, or one who stood in place of a parent of the employee, if such spouse, son, daughter, parent, or "in loco parentis" has a serious health condition;
 - III. Because of a serious health condition that makes the employee unable to perform essential employment functions.
2. The employee must provide the Employer with thirty (30) days advance notice of the leave, when such leave is reasonably foreseeable, or such notice as is practicable, if thirty (30) days notice is not possible. The employee must provide the Employer with certification of the condition from a health care provider. The Employer, at Employer expense, may require a second opinion (which is binding) on the validity of the certification,

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

COBRA.

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

Section 22.2 Leaves of Absence With Pay

A. Maternity/Paternity Leave

Any employee, who is expecting to become a new parent, shall be granted a leave of absence for maternity/paternity purposes. The date of departure and the date of return to work shall be established by the employee. The employee may utilize sick leave and vacation leave for said purposes. Additional leave may be granted on a case-by-case basis at the City's discretion.

B. Jury Duty

- 1. A fee or expense reimbursement paid to an employee for serving on any Municipal, County, or Federal Jury, shall be remitted to the City and said employee's regular pay will not be adjusted by reason of service performed.
- 2. The Employer shall not pay any employee who appears in court for criminal or civil cases, when the employee is the Plaintiff or Defendant.

- C. **Military Leave**
The Employer shall comply with applicable state and federal law concerning military leave.
- D. **Funeral Leave**
 - 1. Each full-time employee shall be granted up to a maximum of three consecutive working days upon a death in the employee's immediate family.
 - 2. It is recognized that situations will develop where matters involving other than the employee's immediate family warrant the City granting excused time with pay. The employee's supervisor may grant such excused time based upon the circumstances peculiar to each case. Such time shall not exceed three (3) days.
- E. **Voting Leave**
A member shall be excused for such time as is reasonably necessary to vote. A member shall be paid for such excused time not to exceed one (1) hour, provided the member could not otherwise reach the polls to vote during the time the polls are open outside the member's tour of duty.
- F. **Examination Leave**
A paid leave shall be allowed a member who participates in a Reynoldsburg Civil Service test or who must take a requested examination pertinent to their City employment before a state, county, or federal licensing board, provided that such test or examination is scheduled and taken during the member's regularly scheduled tour of duty

ARTICLE 23 - EDUCATIONAL ASSISTANCE PROGRAM

Section 23.1 Participation All employees are eligible to participate in the Educational Assistance and Incentive Plan. Participation is voluntary and available to those who elect job relevant self-development activities, during non-working hours. Participation shall be approved by the appointing authority.

Section 23.2 Allowances The allowances for assistance are described below:

- A. For approved courses earning college credit, a maximum of \$2,250 of tuition expenses for each academic year may be requested by the employee.
- B. For approved courses earning other than college level credit, a maximum of \$750.00 of tuition expense for each academic year may be requested by the employee.
- C. Fifty percent (50%) of the expenses incurred for text books required for above approved courses will be paid except that for non-college level courses, the \$750.00 limit is not to be exceeded.
- D. To qualify for assistance, plan participants shall satisfactorily complete the course(s) with a passing grade.
- E. 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, that employee must repay any assistance received in the one (1) year period. Employees who separate

from service with the City within two (2) years following completion of the courses must repay fifty percent (50%) of the assistance received.

ARTICLE 24 - UNIFORMS AND ALLOWANCE

Section 24.1 Initial Issue The City shall furnish the basic Uniforms and new equipment for all members. Uniform parts and equipment shall be replaced by the City as needed. All uniforms and equipment purchased by the City remain the property of the City and must be returned when a member is separated from City service for any reason.

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

Section 24.2 Repair and Replacement of Uniforms The City shall repair or replace all uniform items damaged or destroyed in the line of duty so long as the damage was not due to the member's misconduct or negligence.

Section 24.3 Repair or Replacement of Eye Glasses The City shall repair or replace eyeglasses damaged or destroyed in the line of duty so long as the damage is not due to the member's misconduct or negligence. This Section shall provide coverage only for a like amount of the damaged eye glasses.

Section 24.4 Dry Cleaning Members shall be reimbursed for necessary dry cleaning of uniforms. Members shall utilize the dry cleaning facility or facilities designated by the City.

Section 24.5 Clothing/Equipment Schedule

DISPATCHERS

Shirts (short sleeve)	5
Shirts (long sleeve)	5
Pants	5
Sweater	1
Shoes	1 pair
Belt	1
All Weather Jacket	1

ARTICLE 25 - MISCELLANEOUS ECONOMIC PROVISIONS

Section 25.1 Travel Allowance If a member uses their personal automobile for City or Department business, including travel to and from court appearances, as authorized by the Chief of Police, the member shall be reimbursed for such use at the current rate allowed by the Internal Revenue Service Regulations.

Section 25.2 Copies of Contract The Labor Council shall provide each member, at no cost to the member, a copy of this Contract within forty (40) days of the parties' ratification of this Contract. The City shall provide a copy to each newly hired member during the term of this Contract.

ARTICLE 26 DRUG/ALCOHOL TESTING

Section 26.1 Employees Tested

In accordance with the Reynoldsburg Division of Police Drug/Alcohol Policy bargaining unit employees may be subjected to testing conducted under the following conditions: 1. Reasonable suspicion of drug and/or alcohol use; 2. Post-Incident testing; 3. Follow-up drug and/or alcohol testing;

A bargaining unit employee may of their own volition, even if not ordered to do so, undergo a drug and/or alcohol screening test if the employee is involved in an on duty incident. Testing done under these circumstances will be treated in the same manner as if the employee had been ordered to undergo screening.

Section 26.2 Testing Requirements

All drug screening tests shall be conducted by medical laboratories meeting the standards of and certified by, the National Institute of Drug Abuse, the National Institutes of Health and the Department of Health and Human Services. No test shall be considered positive until it has been confirmed by a gas Chromatography/Mass Spectrometry full scan test or its equivalent. The procedures utilized by the Employer and testing laboratory shall include an evidentiary chain of custody control. All samples collected shall be contained in two (2) separate containers for use in the prescribed testing procedures in accordance with the City policy. All procedures shall be outlined in writing in the City policy and this policy shall be followed in all situations arising under this Article.

Section 26.3 Alcohol Tests

Alcohol testing shall be done in the same manner as to detect drivers operating a motor vehicle under the influence. A positive result of a blood alcohol concentration of .02% or above (based on a breathalyzer) shall entitle the Employer to proceed with sanctions as set forth in this Article.

Section 26.4 Test Results

- A. The results of the testing shall be delivered to the Employer and the employee tested. An Employee whose confirmatory test result is positive shall have the right to request a certified copy of the testing results in which the vendor shall affirm that the test results were obtained using the approved protocol methods. The employee shall provide a signed release for disclosure of the testing results. Refusal to submit to the testing provided for under this Agreement may be grounds for discipline up to termination.
- B. The employer may suspend the employee without loss of pay before the time the confirmatory test results are complete. If the screening test and confirmatory test are positive, the Employer may discipline the employee. The use of illegal substances, on or off duty, will ordinarily result in termination. The improper use of prescription drugs, over the counter drugs and/or alcohol may result in a lesser discipline, depending upon the relevant circumstances.

Section 26.5 Confirmatory Tests

- A. If a drug screening test is positive, a confirmatory test shall be conducted in the manner prescribed in the City policy.
- B. In the event the second test confirms the results of the first test, the Employer may proceed with the sanctions as set forth in this Article.
- C. In the event that the second test contradicts the result of the first test, the Employer may request a third test in accordance with the procedures prescribed above. The results of this test, if positive, shall allow the Employer to proceed with sanctions as set forth in this Article. If the results are negative, the employee shall be given the benefit of the doubt and no sanctions shall be imposed.
- D. A Medical Review Officer (**MRO**) shall be utilized to review all positive test results.

Section 26.6 Laboratories

A list of two (2) testing laboratories shall be maintained by the Employer. These laboratories shall conduct any testing directed by the Employer.

Section 26.7

If the testing required above has produced a positive result, the Employer may take disciplinary action in accordance with the division policy and may require the employee to participate in any rehabilitation or detoxification program that is covered by the employee's health insurance. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick time, compensatory days, vacation leave, and personal leave days for the period of the rehabilitation or detoxification program.

If no such leave credits are available, the employee shall be placed on medical leave of absence without pay for the period of the rehabilitation or detoxification program. Family Medical Leave may be used if available and appropriate.

Upon completion of such program, and upon receiving results from a return to duty test demonstrating that the employee is no longer abusing a controlled substance, the employee may be returned to their former position. Such employee may be subject to periodic retesting upon return to the employee's position for a period of one (1) year from the date of return to work. Any employee in rehabilitation or detoxification program in accordance with this Article will not lose any seniority or benefits, except in those cases where the employee is placed on leave of absence without pay. Employees eligible to utilize Family Medical Leave and are in an unpaid status will still be eligible for health care benefits in accordance with the division FMLA policy.

Section 26.8 Discipline

If the employee refuses to undergo rehabilitation or detoxification, or if the employee tests positive during a follow-up test within one (1) year after return to work from such a program, the employee shall be subject to disciplinary action up to and including termination of employment.

Section 26.9 Testing Cost

Costs of all drug screening tests and confirmatory tests shall be borne by the Employer except that any test initiated at the request of the employee shall be at the employee's expense.

Section 26.10 Confidentiality

All tests results and actions taken under or pursuant to this Article shall be kept confidential in accordance with and subject to state and federal law.

ARTICLE 27 - WAIVER IN CASE OF EMERGENCY

Section 27.1 Waiver In case of emergency declared by the President of the United States, Governor of the State of Ohio, the City of Reynoldsburg, the Federal or State Legislature, for such acts of God or civil disorder, the following conditions of the Agreement may automatically be suspended:

- A. Time limits for processing of grievances.
- B. Selected work rules and/or agreements or practices relating to the assignment of employees.

Section 27.2 Expiration of Waiver Upon the termination of the emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the Grievance Procedure to which they (the Grievance(s)) had properly progressed.

ARTICLE 28- DURATION

Section 28.1 Duration The provisions of this Contract are effective January 1, 2025 except where otherwise indicated, and shall remain in full force and effect through December 31, 2027. This Contract shall remain in full force and effect until a successor agreement is reached by the parties or a final settlement award is reached through the use of Section 4117.14 of the Revised Code or through the legal system.

FOR THE CITY OF REYNOLDSBURG:

FOR FRATERNAL ORDER OF POLICE:

Tracy Rader, Sr. Staff Representative
FOP, Ohio Labor Council, Inc

Maria Mauger, Dispatcher Associate

APPENDIX 1

The below Sick Leave Donation Policy is the Cities current policy for non-union employees that will now apply to full-time Dispatchers starting on the effective date of this Agreement.

LEAVE DONATION

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

A serious illness or injury for the purposes of this policy is defined as a serious illness or injury that is expected to incapacitate the City employee for an extended period of time, exhaust the employee's leave balances, and that qualifies as a disability under the City's Disability Program or Workers' Compensation. Leave donation also requires that the employee will be taking an extended time off from work 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.
 - g. 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.
 - h. Donated leave shall not count toward the probationary period of an employee if received during his or her probationary period.
 - i. 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: certification from the employee's physician that he or she is capable of engaging in sustained regular employment; or
 - j. an employee's application for retirement is approved;
 - k. death of the employee, whichever should first occur; or
 - l. exhaustion of available leave in the leave bank.
-



AGREEMENT BETWEEN
THE CITY OF REYNOLDSBURG



THE FRATERNAL ORDER OF POLICE
OHIO LABOR COUNCIL, INC.
DISPATCHERS

Effective January 1, **2025**
Through
December 31, **2027**

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ARTICLE 1 - CONTRACT

Section 1.1 Contract This contract is made and entered into by and between the City of Reynoldsburg, Ohio (hereinafter referred to as the "City", and the Fraternal Order of Police, Ohio Labor Council, Inc., (hereinafter referred to as the "Labor Council").

Section 1.2 Purpose The purpose of this Agreement is to comply with the requirements of Chapter 4117 of the Ohio Revised Code and to set forth the full and complete understandings and agreements between the parties governing the wages, hours, terms and conditions of employment for those employees included in the bargaining units as defined herein.

Section 1.3 Legal References

- A. Unless otherwise indicated, the terms used in this Contract shall be interpreted in accordance with the provisions of Chapter 4117 of the Revised Code. Where this Contract makes no specification about a matter, the City, members and the Labor Council are subject to all applicable federal and state laws or local ordinances pertaining to the wages, hours, and terms and conditions of employment for public employees. However, said laws or ordinances are not incorporated into this Contract. Laws pertaining to civil rights, affirmative action, unemployment compensation, workers' compensation, and retirement of members are not superseded by this Contract, except where they have been negotiated and included herein.
- B. Should any part of this Contract be held invalid by operation of law or by any tribunal of competent jurisdiction, or should compliance with or enforcement of any part of this Contract be restrained by any such tribunal pending a final determination as to its validity or affect the remaining portions hereof shall remain in effect nor will the application of such portions be applied to persons or circumstances other than those to whom or to which it has been held invalid or has been restrained. In the event of invalidation of any portion of this written contract and upon written request by either party, the parties to this Contract shall meet within a reasonable time (not to exceed twenty- eight (28) calendar days) in an attempt to modify the invalidated provision through negotiations.

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

Section 1.5 Past Practices The City and Labor Council acknowledge that certain customs and practices presently exist on a Department-wide basis with respect to the operation of the Police Department that are too detailed to be set forth herein. Such customs and practices are defined as having been in effect for a period of time and known to a lieutenant or the chief. One incident does not generally constitute a past practice, but may, by affirmative action on the part of a lieutenant or the chief, constitute a past practice or custom. When those customs and practices fall within Management Rights as set forth in Article 9 herein, the City agrees not to alter them without notice to the Labor Council Committee Chairman, when practicable.

When the above-referenced customs and practices do not fall within Management Rights as set forth in Article 9 herein, then the City agrees not to alter them without prior notice to the Labor Council Committee Chairman.

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

ARTICLE 2 - RECOGNITION

Section 2.1 Recognition The Labor Council is recognized by the City as the exclusive representative for all members identified in the Bargaining Unit described in Section 2 of this Article in any and all matters relating to wages, hours, and terms and conditions of employment, and the continuation, modification, or deletion of existing provisions of this Contract.

Section 2.2 Bargaining Unit All Police Dispatchers as certified by the State Employment Relations Board (SERB) in case #91-REP-02-0028.

Section 2.3 Exclusions Excluded are all part-time, temporary, seasonal or casual employees, all supervisory or management level employees, and all positions and classifications not specifically described herein.

ARTICLE 3 - LABOR COUNCIL SECURITY

Section 3.1 Deduction of Dues and Fees The City agrees to deduct Labor Council membership dues in the amount certified to the City, the first pay period of each month from the pay of any member requesting the same in writing. The City also agrees to deduct any fees and assessments, in the amount certified by the Labor Council to the City, from the pay of any appropriate member during the first pay period of each month, in which such fees and assessments are due. If a member has insufficient pay due on that payday, such amount shall be deducted from the next or a subsequent pay. The City agrees to furnish to the Labor Council at 222 East Town Street, Columbus, Ohio 43215, once each calendar month, a warrant in the aggregate amount of the deductions made for that calendar month, together with a listing of the members for whom deductions were made.

Any member may withdraw from payment of dues deduction by submitting a letter to the City Auditor and the Labor Council expressing the member's desire to withdraw dues deduction authorization.

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

Section 3.2 Indemnification The City assumes no obligation, financial or otherwise, arising out of these provisions regarding the deduction of membership dues, fees or assessments. The Labor Council hereby agrees that it will indemnify and hold the City harmless from any claims, actions or proceedings by any employee arising from deductions made by the City pursuant

to these provisions. Once the funds are remitted to the Labor Council their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Labor Council.

Section 3.3 Use of Intra-Department Mails The Labor Council shall be permitted to utilize the intra-departmental mail system for the purpose of providing information, pertaining to Labor Council business or Bargaining Unit representation, to members. The Labor Council agrees that the use of the mail system will be reasonable and limited to providing information that is necessary for the normal conduct of business for Bargaining Unit representation. All mail placed into the mail system by the Labor Council shall be the property of the members to whom it is addressed, and such mail shall not be subject to the City's review.

Section 3.4 Ballot Box The Labor Council shall be permitted, upon prior notification to the Chief of Police, to place a ballot box at the Department headquarters for the purpose of collecting members' ballots on all Labor Council issues subject to ballot. Such box shall be the property of the Labor Council and neither the ballot box nor its contents shall be subject to the City's review.

This box shall be portable in nature and of a size large enough to collect the ballots of the affected members. The placement of the box shall be in an area accessible to the members as determined by the Police Chief. The box will be placed in position for voting not more than six (6) hours prior to the voting and will be removed immediately after the voting period is completed.

Section 3.5 Bargaining Unit Meetings Bargaining Unit Committees shall be permitted, upon prior notification to the Chief of Police to hold meetings at Department headquarters or other City buildings, rooms or facilities when such facilities have not been previously scheduled for other City business. The notification required under this Section shall be in writing, shall be delivered to the Chief at least twenty-four (24) hours prior to the time of the meeting and shall state the date, time and requested location of the meeting.

If it is not practicable for the City to provide the requested location to the members, the City will so notify the requesting party. No Bargaining Unit members shall be obligated or asked to divulge to the City information discussed at said meetings.

Section 3.6 Bulletin Boards The City shall provide space on a bulletin board for the Labor Council's use at a suitable location on City premises. The location of such bulletin boards shall be determined by mutual agreement between the Labor Council and the City. Notices shall be signed, posted and removed by employees during non-work time.

The use of bulletin boards shall be confined to:

- A. Factual notices and announcements of the Labor Council pertaining to the following:
 - 1. Meetings
 - 2. Elections and nominations
 - 3. Social and recreational affairs
- B. Any issued financial statements of the Labor Council.

- C. Signed minutes of meetings between the Labor Council and the City.
- D. Such other material as may be approved in writing, prior to posting by the personnel in charge of labor relations for the City.

Section 3.7 Labor Council Business The Labor Council representative and/or designee shall be permitted to transact official business at departmental work sites at reasonable times, provided that normal departmental operations shall not thereby be interfered with or interrupted.

ARTICLE 4 - NON-DISCRIMINATION

Section 4.1 Joint Pledge The City and the Labor Council shall not unlawfully discriminate against any member on the basis of the member's age, race, color, sex, creed, religion, ancestry, national origin, political affiliation, or legally recognized disability.

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

Section 4.3 Interpretation Words, whether in the masculine or feminine genders, shall be construed to include both genders. By the use of either gender it is understood that the use is for convenience purposes only and it is not to be interpreted as discriminatory. Whenever the context so requires, the use of words in the singular shall be construed to include the plural, and words in the plural, the singular.

ARTICLE 5 - GRIEVANCE PROCEDURE

Section 5.1 Definition of "Grievance" The term "grievance" shall mean an allegation that there has been a breach, misinterpretation or improper application of this agreement. Nothing in this Grievance Procedure shall deny members any rights available at law to achieve redress of their legal rights. ~~However, once a member elects to pursue a legal or administrative remedy in lieu of this Grievance Procedure the member is thereafter precluded from seeking a remedy under this Procedure.~~

Section 5.2 Representation A grievance can be initiated by the Labor Council Representative or an aggrieved member. When a group of members desire to file a grievance involving each member of the group in a substantially similar manner, all members shall sign the grievance, and the Labor Council Representative or the designated representative of the affected group of members will process the grievance.

Section 5.3 Written Grievance All written grievances must contain the following information to be considered and must be filed using the grievance form mutually agreed upon by the Parties.

- A. Grieved employee's name and signature.

- B. Grievor employee's classification.
- C. Date the grievance was first discussed and name of supervisor with whom the grievance was discussed.
- D. Date grievance was filed in writing.
- E. Date and time grievance occurred.
- F. The location where the grievance occurred.
- G. A description of the incident giving rise to the grievance.
- H. Specific sections of the Agreement violated.
- I. Desired remedy to resolve the grievance.

Section 5.4 Grievance Chairman Members of the Bargaining Units shall elect a member as Steward. The authorized function of the Steward shall include the attendance at any City and Labor Council joint meetings relating to a grievance and the representation of the Labor Council in investigating, processing or coordinating grievances pertaining to the grievance procedure contained in this Contract.

When an employee, as an authorized representative of the Labor Council, attends a joint conference with the City, they shall be paid for such day an amount that is no greater and no less than they would have been paid for their normal tour of duty had such joint conference not been held.

Section 5.5 Timeliness All grievances must be timely processed at the proper step in order to be considered at subsequent steps. Any employee may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal. Any grievance which is not submitted by the employee within the time limits provided herein shall be considered resolved based upon management's last answer. Any grievance not answered by management within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure. All time limits on grievances may be extended upon mutual written consent of the parties.

Section 5.6 Time Off for Presenting Grievances All employees shall be allowed time off from regular duties with pay for attendance at scheduled meetings under the grievance procedure with prior approval of the Chief, which will not be unreasonably withheld. Grievance meetings at Step 3 shall be held during the grievant's shift hours or immediately before or after said shift hours, as determined by the Chief. Time spent and paid for in grievance processing will not be counted as hours worked for purposes of overtime compensation.

Section 5.7 Grievance Procedure It is the mutual desire of the City and the Labor Council to provide for prompt adjustment of grievances, with a minimum amount of interruption of the work schedules. The City and the Labor Council agree to make a responsible effort to effect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedure shall be followed:

Step 1 - Supervisor In order for an alleged grievance to receive consideration under this procedure, the grievant, with the appropriate Labor Council representative, if applicable, must identify the alleged grievance to the employee's immediate supervisor within ten (10)

calendar days of the occurrence which gave rise to the grievance or date when the grievant should have known of the occurrence, whichever comes later. The supervisor shall investigate and provide an appropriate answer within ten (10) calendar days following the date which the supervisor was presented the grievance.

Step 2 - Chief of Police If the grievance is not resolved in Step One, the employee with the appropriate Labor Council representative, if applicable, shall reduce the grievance to writing and shall within seven (7) calendar days of the date the answer was received or should have been received from Step 1, refer the grievance to the Chief of Police (or designee). The Chief of Police shall have seven (7) calendar days in which to schedule a meeting, when necessary, with the aggrieved employee and representative, if applicable. The Chief shall investigate and respond in writing to the grievance within fourteen (14) calendar days following the meeting date.

Step 3 - Safety Director If the grievance is not resolved in Step Two, the employee, with the appropriate Labor Council representative, if the former desires, may refer the grievance to the Safety Director (or designee) within seven (7) calendar days after receiving the Step 2 reply. The Safety Director shall have fourteen (14) calendar days in which to schedule a meeting with the grieved employee and the employee's representative, if applicable. The Safety Director shall investigate and respond to the grievant and/or appropriate representative within fourteen (14) calendar days following the meeting.

ARTICLE 6 -ARBITRATION

Section 6.1 Arbitration Should a grievant, after receiving an answer to the grievance procedure, still feel that the grievance has not been satisfactorily resolved, the grievant may, through their Labor Council representative, notify the City of the intent to have the grievance be heard before an arbitrator. The Labor Council or City may advance the grievance to arbitration upon written notice to the other party. A notification of arbitration must be submitted within fourteen (14) calendar days following the date the grievance was answered in Step Three (3) of the grievance procedure. In the event the grievance is not referred to arbitration by the Labor Council within the time limits prescribed, the grievance shall be considered resolved based upon the third step reply.

Upon receipt of a request for arbitration the City (or designee) and the representative of the Labor Council shall, within ten (10) calendar days following the request for arbitration, request a list of nine (9) impartial arbitrators from the Federal Mediation and Conciliation Service (FMCS). Upon receipt of the list of nine (9) arbitrators the parties shall meet to select an arbitrator within ten (10) working days from the date the list is received. If agreement cannot be reached as to one mutually acceptable arbitrator from the panel, the parties shall use the alternate strike method from the list of nine (9) arbitrators. The Party requesting the arbitration shall be the first to strike a name from the list, then the other party shall strike a name and alternate in this matter until one (1) name remains on the list. The remaining name shall be designed as the arbitrator to hear the dispute in question. Either party shall have the option to completely reject the list of names provided by the Federal Mediation and Conciliation Service and request another list, one time each. The parties

shall agree on a submission agreement outlining the specific issues to be determined by the arbitrator prior to the hearing.

Section 6.2 Arbitrability The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's scope of authority or jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. The arbitrator will decide the question of arbitrability before consideration of the merits.

Section 6.3 Authority and Responsibility of Arbitrator The arbitrator shall conduct a fair and impartial hearing pertaining to the grievance. The arbitrator shall afford both parties the opportunity to be heard, to present and examine witnesses, to offer documentary and other evidence and to submit post-hearing briefs. The arbitrator shall issue a written award setting forth a decision and rationale in support of said decision. The Arbitrator's decision and award shall be final and binding upon both parties. It is expressly understood and agreed that the arbitrator shall be without jurisdiction or authority to detract from, alter, add to or otherwise amend in any respect, any of the provisions of this Contract or any supplements or appendices thereto. It is agreed and understood that the jurisdiction and authority of the arbitrator shall be expressly limited by the provisions of this Contract. It is further agreed that no grievance shall be arbitrated together with any other grievance except by mutual consent of the parties.

Section 6.4 Costs of Arbitration The costs of any proofs produced at the direction of the arbitrator, the fee of the arbitration and the rent, if any, for the hearing shall be borne jointly by the parties. The expenses of any non-member witnesses shall be borne, if at all, by the Party calling them. The fees of the court reporter shall be paid by the party asking for one; such fee shall be split equally if both parties desire a reporter, or request a copy of the transcript. Any affected member in attendance for such hearing shall not lose pay or any benefits to the extent such hearing hours are during the member's normally scheduled working hours on the day of the hearing.

ARTICLE 7- NEGOTIATIONS

Section 7.1 Committees The Labor Council and the City have the right to select their own negotiations committee and to change committee members at will. Negotiations teams shall consist of no more than four (4) committee members, including consultants.

Section 7.2 Good Faith Bargaining The parties are obligated to bargain collectively with one another in good faith effort to reach an agreement. Each side will provide supporting data and rationale for its own proposals and counterproposals, and will not arbitrarily or capriciously reverse positions previously taken. Such good faith bargaining does not mean that either party is compelled to agree to a proposal nor does it require the making of a concession.

Section 7.3 Information Furnished The parties are obligated to provide each other with relevant financial and other information, as requested, which is necessary for each party to develop proposals, and counterproposals, and to negotiate in good faith.

Section 7.4 Private Meetings The Parties agree to negotiate in private meetings pursuant to Section 4117.21 of the Ohio Revised Code. These meetings will be held at times and places as agreed by the parties during a period not more than one hundred twenty (120) days before the expiration of this Contract.

Section 7.5 Spokesman The Negotiation Committees will formally communicate with each other through a spokesman named by each party.

Section 7.6 Informal Minutes Each party may informally keep its own minutes or written records of the negotiations. No official transcript of the negotiations will be maintained.

Section 7.7 Proposals At the initial negotiations meeting, each party will explain the basic structure and content of its proposals, except that either party may reserve its presentation as to economic matters to a later date. Nothing herein precludes either Party, from making a preliminary written submission of its proposal to the other Party prior to the initial meeting.

Section 7.8 Caucus and Adjournment Either party has the right to call a caucus at any time or to adjourn the negotiations session.

Section 7.9 Release Time for Negotiations If all bargaining unit members of the negotiating Committee are on duty at the time of the scheduled negotiations sessions, two (2) members will be given release time with pay and full benefits for time actually spent in negotiations. However, time spent and paid for in negotiations will not be counted as hours worked for purposes of overtime compensation. If negotiations end prior to the last thirty (30) minutes of the released member's scheduled quitting time, the released member shall report to their supervisor for duty.

Section 7.10 Applicable Law The City and the Labor Council agree that all matters pertaining to negotiations, impasse, ratification and/or rejection of a tentative contract shall be governed by Ohio Revised Code Sections 4117.10 and 4117.14.

ARTICLE 8 - NO STRIKE/NO LOCKOUT

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

Section 8.2 No Strike The Labor Council agrees that neither it nor any of its members or any employees covered by this contract, individually or collectively during the term of this contract, shall for any reason, engage in a boycott, a slow down, a work stoppage, curtailment or restriction of production, interference or interruption of work or other interference with the City's business, including but not limited to a sympathy strike, or other interference or interruption

A. The City and Labor Council agree that the grievance and arbitration procedures of this contract are adequate to provide a fair and final determination of all grievances arising under the terms of the contract. It is the desire of the Labor Council and City to avoid strikes and work stoppages and any other conduct set forth above.

B. The Labor Council and its officers, agents and members shall not authorize, condone, ratify, permit, sanction or acquiesce in activities such as those described above and, should any such activities occur, the Labor Council, by its officers, agents and members, shall be obligated to take affirmative steps to terminate such activities including promptly ordering its members to resume their normal work duties, notwithstanding the existence of any picket line

ARTICLE 9 - MANAGEMENT RIGHTS

Section 9.1 Management Rights Except as specifically limited herein, the City shall have the exclusive right to administer the business of the City of Reynoldsburg in addition to all other functions and responsibilities which are required by law. Specifically, the City's exclusive management rights include, but are not limited to the following

- A. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff, and recall or to reprimand, suspend, discharge, or discipline for just cause and to maintain order among employees;
- B. To promulgate and enforce employment rules and regulations and to otherwise exercise the prerogatives of management;
- C. To manage and determine the location, type and number of physical facilities, equipment, programs, and the work to be performed;
- D. To determine the City's goals, objectives, programs and services;
- E. To determine the size, composition, and duties of the work force, the number of shifts required, to establish work schedules, to establish hours of work, to establish, modify, consolidate, or abolish jobs (or classifications); and to determine staffing patterns, including, but not limited to the assignments of employees, duties to be performed, qualifications required, and areas worked;
- F. To relieve employees from duty due to the lack of work, lack of funds, or for other legitimate reasons which improve the economy or efficiency of the City;
- G. To determine when a job vacancy exists, the standards of quality and performance to be maintained;
- H. To determine the necessity to schedule overtime and the amount required thereof; I
To maintain the security of records and other pertinent information;
- J. To determine the overall budget;
- K. To maintain and improve the efficiency and effectiveness of the City's operation; and
- L. To determine and implement necessary actions in emergency situations.

The Labor Council recognizes and accepts that all rights and responsibilities of the City not expressly restricted or modified herein and as permitted by law shall remain the function of the City.

ARTICLE 10 - INTERNAL INVESTIGATIONS, DURATION OF RECORDS AND PERSONNEL FILES

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

- A. Whenever an investigation appears to be leading to the possibility of an employee being suspended from work or discharged, the employee will be informed of the general nature of the investigation prior to any questioning. During such questioning, the employee has the right of choice to privately consult with and be advised by a Labor Council Representative, (and or an attorney,) provided that such representative is not also a subject of the investigation.
- B. Whenever an investigation appears to be leading to the possibility of criminal charges being brought against an employee, the employee will be informed of the general nature of the investigation prior to any questioning. During such questioning, the employee has the right to be represented and advised by a Labor Council Representative (and or an Attorney), provided that such representative is not also a subject of the investigation.
- C. In all internal investigations, the member's chosen representative shall have a reasonable period of time to appear for the investigation.
- D. Before a member may be charged with insubordination for refusing to answer questions or participate in any investigation, the member shall be advised that such conduct, if continued, may be the basis for such a charge.
- E. Any interviewing of a member will be conducted at hours reasonably related to their shift, preferably during work hours, unless the seriousness of the offense in question warrants otherwise. Sessions shall be for reasonable periods of time, and time shall be allowed during such interviews for rest periods and attendance to other personal necessities.
- F. Members shall be informed of the nature of the investigation prior to any questioning, including whether or not the investigation is focused on the member for either a potential felony or misdemeanor charge if known at the time.
- G. When a member suspected of a violation is being interviewed in an internal investigation, such questioning shall be tape recorded by the City at the request of either party.
- H. Any evidence obtained in the course of internal investigations through the use of threats, coercions, or promises shall not be admissible in any subsequent criminal action or internal hearing. However, explaining to a member that potential corrective action could result if the member continues to refuse to answer questions or participate in an investigation shall not be construed as such threats, coercions, or promises. Further, explanation of the potential disciplinary consequences as to the matter under investigation shall not be construed as a threat or coercion.
- I. In the course of internal investigations, a member may be given a polygraph examination only if the member is within the primary focus of the investigation or

a known witness to an incident which precipitates the investigation, and at the member's written request directly to the Chief of Police. No polygraph examination shall be administered without the members consent. Polygraph examinations shall be administered by a polygraph examiner certified by a school accredited by the American Polygraph Association, provided that the polygraph examiner is from an outside agency and has no interest in the proceedings, and further provided that the selection of the polygraph examiner is made by mutual agreement of the member and the City. No polygraph examination may be given without the advance permission of the Chief of Police (or designee). The results of the examination shall not be used in any subsequent criminal action unless agreed to by both parties. For purposes of this agreement, polygraph examinations include, without limitation, devices, instruments and procedures which purport to differentiate between truthful and untruthful statements (e.g. polygraph, psychological stress evaluations (PSE), etc.).

- J. When a member is to be interviewed in an investigation of any other member, such interview will be conducted in accordance with the procedures established in this Section.
- K. When any anonymous complaint is made against a member and there is no corroborative evidence and none can be found after an investigation, the complaint shall be classified as unfounded.
- L. A member who is charged with violating department orders or regulations will be provided access to pertinent data related to the completed investigation. Such access shall be provided no later than fourteen (14) calendar days in advance of any department hearing related to the charge involved.
- M. All complaints, internal investigations and department charges shall initially be under the province of a supervisor to investigate who shall make recommendations to the Chief of Police through the chain of command. Prior to any suspension, demotion or termination being levied against any member based on complaints or charges, the Safety Director shall conduct a hearing at which the member and/or representative shall have the opportunity to cross-examine the accusers and offer testimony and other evidence on behalf of the member. Reasonable advance notice of a hearing date and time, as well as the charges to be heard will be provided to the member.
- N. Any member who has been under internal investigation and has been interviewed shall be informed, in writing, of the outcome of the case at the conclusion of the investigation. The Employer shall attempt to complete internal investigations within ninety (90) days. The Employer shall notify the employee if the investigation cannot be completed within ninety (90) days.
- O. If any of these procedures are violated, such violation shall be subject to the Grievance Procedure beginning at Step 3.

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

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

Section 10.3 Duration of Records All actions of record will be maintained in each member's personnel file throughout the employee's period of employment, with the exception that any records of documented warnings will be removed from the file, upon the request of the member, one (1) year after such action was taken, provided no further corrective action has occurred. Any records of written reprimands will be removed from the file upon the request of the member, two (2) years after such action was taken, provided no further corrective action of the same or similar nature has occurred. Suspensions shall be removed from the file, upon the member's request, four (4) years after such action was taken, provided that no further corrective action of the same or similar nature has occurred and further provided that the City can show no compelling need to retain such records beyond this time limit. Reductions in pay or position shall be expunged from the file, upon the member's request, in the event the City should rescind the reduction action. Records expunged from a personnel file shall be maintained in a sealed file. Expunged records, maintained in a sealed file, may only be accessed by the City in response to and defense of; actions filed against the City or its officials by the member or by a third party, but shall not be utilized for any other purpose including discipline, promotions or assignments.

The City will maintain a Records Commission, which will be responsible for ensuring that the City complies with all federal, state and/or local laws concerning the retention, expungement and/or destruction of records.

In any case in which an action or record is disaffirmed through the Grievance Procedure, by the Safety Director, by the Civil Service Commission, and/or by a court of competent jurisdiction, the members personnel file shall clearly reflect such disaffirmance. At the member's request, the City shall also expunge records of the case from the member's personnel file when such disaffirmance has occurred. In addition, unsubstantiated, unproven or untimely allegations or complaints made against a member appearing in the files of the City shall not be considered in further corrective action or promotional considerations, and shall not be shared outside the Police Department.

Section 10.4 Review of Personnel File The City and the Labor Council agree that members are responsible for periodically reviewing their personnel files. Members shall be allowed to review any of their own personnel files at any reasonable time upon written request. Such request may be made to the supervisor directly responsible for the maintenance of such files and review of the file shall be made in the presence of such supervisor or designated representative.

Except as required by Law and except for supervisory and administrative personnel with a legitimate need to know, a member's personnel file shall not be made available for review by anyone. Except, as stated above, no information in a member's personnel file will be shared with anyone outside the Department and City Administration, except name, place of employment, dates of employment, job classification and pay range. However, additional specified information may be given upon the advance, written approval of the member involved, to the Chief of Police. Any member may copy documents in their own file. The City may levy a charge for such copying, which charge shall bear a reasonable relationship to actual costs.

Section 10.5 Inaccurate Documents If upon examining the personnel file, any member has reason to believe that there are inaccuracies in documents contained therein, the member may write a memorandum to the Chief explaining the alleged inaccuracy. If the Chief concurs with the member's contentions, the Chief shall remove the faulty document. The employee maintains the right to use the grievance procedures in this matter.

Section 10.6 Placement of Material in Personnel File No document which does not include as part of its normal distribution a copy to the member, or which does not originate with the member, shall be placed in the personnel file unless the member is simultaneously provided a copy.

Section 10.7 Performance Evaluations A member's signature on any performance evaluation shall be viewed by the parties hereto as only a representation that the member has read it and shall not be viewed as representation that the member has concurred with any or all of the contents or comments thereon. The member shall be the last person to sign an annual performance evaluation. The member shall receive a copy of the evaluation in its final form when signed upon request.

Section 10.8 Departmental Hearings Department hearings will be held prior to the imposition of any suspension, reduction in pay or rank, and/or removal. Prior to any Departmental hearing before the Mayor (or designee), the member will receive from the Chief of Police a written statement of all charges and specifications. At a Departmental hearing, the charged member shall be allowed to be represented by an attorney and/or Labor Council Representative. A member who is charged, the member's attorney and/or Labor Council Representative, may make a written request, directly to the Chief of Police, to review that member's personnel file. Such request will be granted within a reasonable time by the Chief in the case of a pending Departmental hearing.

Hearings will be held in the Police Department, Office of the Mayor (or designee) unless an alternative site is mutually agreed upon by the parties. Hearings may be tape recorded by either party.

A member who is charged, the members' attorney and/or a Labor Council Representative, may make a written request for one continuance of the departmental hearing not to exceed five (5) working days. Such request will be granted where practicable at the discretion of the Mayor (or designee).

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

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

Section 10.9 Administrative Leave Prior to the disposition of the Departmental hearing, including any decision by the Mayor, the member may be placed on administrative leave with pay should the Chief determine there are urgent reasons to take this action. The length of the leave shall be solely at the Chiefs discretion. No member shall be suspended without pay pending a disposition of the Departmental hearing.

Section 10.10 Appeal from Disciplinary Decision If a suspension, reduction or removal is imposed as a result of the disposition of the Departmental hearing, a member, with the approval of the Labor Council Representative, may appeal such decision directly to binding arbitration under the provisions of Article 6.

ARTICLE 11- WORK RULES AND DIRECTIVES

Section 11.1 Notification The City agrees that, to the extent practicable, work rules and/or Departmental directives shall be reduced to writing and provided to all members in advance of their enforcement. All rules and directives shall be applied uniformly to all members.

ARTICLE 12- LABOR/MANAGEMENT MEETINGS

Section 12.1 Meetings In the interest of sound Labor/Management relations, the Safety Director and representatives of the City shall meet at a mutually agreeable time with representatives of the Labor Council to discuss those matters addressed in Section 12.2 of this Article. At least twenty-four (24) hours prior to convening the meeting, either party may request the presence of specific individuals to address issues that are subjects for the meeting. Representatives for either party may attend by mutual advance agreement. Labor/Management meetings are not intended to be negotiation sessions to alter or amend the basic contract.

Section 12.2 Agenda An agenda will be furnished by the party requesting the meeting at least five (5) working days in advance. The purpose of such meetings shall be to:

- A. Discuss administration of this contract.
- B. Notify the Labor Council of any changes made by the City which affect bargaining unit members.
- C. Disseminate general information of interest to the parties.
- D. Discuss ways to increase productivity and improve efficiency.
- E. Discuss other matters mutually agreed to by the parties.

Section 12.3 Release Time Efforts will be made to schedule meetings at such times as to minimize City release time. Permission shall be granted to those members who are on duty and

whose presence at the scheduled meeting is necessary or appropriate to attend at no loss of pay or benefits. All members are subject to recall to duty if and when needed.

ARTICLE 13 - LAYOFFS AND RECALL, SENIORITY AND PROBATIONARY PERIOD

Section 13.1 Notification When the City determines that a long term layoff or job abolishment is necessary, they shall notify the affected employees fourteen (14) calendar days in advance of the effective date of the layoff or job abolishment. Employees will be notified as soon as is practical in advance of the City's decision to implement any short term layoffs lasting seventy-two (72) hours or less. The City, upon request from the Labor Council, agrees to discuss with representatives of the Labor Council, the impact of the layoff on bargaining unit employees.

Section 13.2 Layoffs The City shall determine in which classifications layoffs will occur and layoffs of bargaining unit employees will be by classification. Employees shall be laid off within each classification in order of seniority, beginning with the least senior and progressing to the most senior up to the number of employees that are to be laid off.

Section 13.3 Recall List When employees are laid off, the City shall create a recall list for each classification. The City shall recall employees from layoff within each classification as needed. The City shall recall such employees according to seniority, beginning with the most senior employee in the classification and progressing to the least senior employee up to the number of employees to be recalled. An employee shall be eligible for recall for a period of one (1) year after the effective date of the layoff. When the City recalls persons off the list, they shall be recalled to their previous classification, but not necessarily to the unit in which they were working when laid off.

Section 13.4 Recall Notice Notice of recall shall be sent to the employee by certified or registered mail with a copy to the Labor Council. The City shall be deemed to have filled its obligations by mailing the recall notice by registered mail, return receipt requested, to the last mailing address provided by the employee or agreed to by the parties.

The recalled employee shall have fourteen (14) calendar days following the date of mailing of the recall notice to notify the City of the intention to return to work and shall have five (5) calendar days following notification to the City in which to report for duty, unless a later date for returning to work is otherwise specified in the notice.

Section 13.5 Seniority List A seniority list by title shall be kept by the Chief according to job titles and shall be updated as needed. A copy shall be available for inspection in a location designated by the Chief for the purpose of defining seniority, a member's continuous service with the Reynoldsburg Police Department by title shall qualify. The seniority roster shall list all members and the dates of their first date of work for the Department as a full-time employee in order from the most senior to the least senior member in service.

Section 13.6 Probationary Period Every newly hired member will be required to successfully complete an initial probationary period. The initial probationary period shall be twelve (12) months from the date of hire.

A newly hired probationary member may be terminated at any time during the initial probationary period for unsatisfactory service and shall have no right to appeal the termination under Article five (5) and six (6) of this Contract.

ARTICLE 14 - MISCELLANEOUS NON-ECONOMIC

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

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

Section 14.3 Shift Bidding Each year between November 1st. and November 15th, the City shall post the shift assignments available for the following year. Fulltime dispatchers shall have the right to bid on the available shifts by seniority. The new shifts shall take effect the first full pay period in January following the bidding process. A dispatcher's bid request shall not be unreasonably denied.

ARTICLE 15 - HOURS OF WORK AND OVERTIME

Section 15.1 Hours of Work The workweek shall consist of forty (40) hours based on five (5) consecutive eight (8) hour workdays and two (2) regularly scheduled days off; except as provided below in this Section of this Article. The wage rates prescribed in this contract for the respective classification are based upon an average workweek of forty (40) paid hours and a work year of two thousand eighty (2,080) paid hours. Members shall be in paid status for all work hours as well as all hours while on approved paid leave.

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

Section 15.2 Overtime All hours in paid status in excess of the scheduled workday or forty (40) hours in any workweek shall be compensated at one and one-half (1-1/2) times the member's normal straight time rate. The Employer shall not change the employees' schedule once posted solely to avoid payment of overtime.

When an overtime assignment (defined by the number of posted hours) is first known to exist that is at least ten (10) or more days prior to the assignment, notice of its availability shall be communicated to all eligible members. On the next regular working day that the Chief or the Support Services Supervisor (or designee) works, the overtime assignment will be awarded to the most senior member who indicates interest by a return communication. Member's working the overtime assignment will continue to have the option of overtime pay, an adjustment of hours, or use another day off within the same pay period

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

When no member volunteers to fill an overtime assignment as outlined above, the Chief or Support Services Supervisor (or designee), may fill the overtime assignment by ordering a member to work the overtime. Except in exigent circumstances, no overtime assignment shall be given to a member, or mandated, which would require the member to work a full double shift or schedule adjustment in order to perform the overtime assignment. When reasonably possible, mandated overtime shall be rotated among available members by seniority.

Section 15.3 Compensatory Time A member may choose to take compensatory time in lieu of overtime compensation if such choice is indicated during the tour of duty in which the overtime is worked. Compensatory time shall be credited to the member and accumulated at the rate of one and one-half (1-1/2) hours for each overtime hour worked.

Compensatory time may be taken by a member, upon approval of their supervisor, provided that the member's absence does not create a hardship on the operations of the Department.

Each member's compensatory time bank shall be limited to a maximum accrual of sixty-four hours at any one time. At the end of the calendar year, a member shall have the option of either receiving a cash payment for any or all hours accrued but unused in the calendar year, provided that any hours which are not paid out will be carried over to the next calendar year and will be subject to the sixty-four (64) hour accrual. The payment will be made at the member's rate of pay in effect as of December 31 or the calendar year in which the hours are accrued and will be paid no later than January 31 of the next calendar year

Each member's compensatory time bank shall be limited in accumulation to a maximum of ~~two~~ one hundred (200 ~~100~~) hours ~~refillable~~ per year. Once an employee has chosen one hundred (100) hours of compensatory time per year as compensation for overtime hours worked, all additional overtime will be paid. The member may choose to carry over any balance into the following year or "cash out" the balance at the end of each year. Any balance of compensatory time carried over into the following year shall count towards the one hundred (100) hour cap in that year. ~~Any compensatory time over the two hundred (200) hours will be paid out as overtime.~~

~~On November 15 of each year employees may opt to cash in all or part of their compensatory time bank by notifying the Employer in writing. This payment shall be made no later than the last full payment period in the calendar year.~~

Section 15.4 Call-In Pay When a member is called back to work by a supervisor for hours not abutting the regular shift hours, the member shall be guaranteed a minimum of three (3) hours pay at the member's overtime rate. If the member is called in and works more than two (2) hours the member shall be paid at the overtime rate for all hours worked.

Section 15.5 Court Pay If a member is required to appear in court as a part of the employee's job duties at a time when the employee would otherwise be off duty, the employee shall be paid the applicable rate for the actual hours necessary to fulfill the employee's court appearance, including travel time to and from a court session other than the Mayor's Court. A member shall be guaranteed a minimum of three (3) hours pay at the member's overtime rate for court appearances while off duty.

Section 15.6 Separation Upon separation from employment with the City for any reason, a member (the surviving spouse or estate of the deceased upon 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 member's current rate of pay at time of separation.

ARTICLE 16 - HOLIDAY PAY

Section 16.1 Holidays The following are designated paid holidays:

- A. New Years Day, January
- B. Martin Luther King Day, 3rd Monday in January
- C. President's Day, 3rd Monday in February
- D. Memorial Day, 1st Monday in May
- E. Independence Day, July 4th
- F. Juneteenth, June 19th
- G. Labor Day, first Monday in September
- H. Veteran's Day, November 11th
- I. Thanksgiving Day, 4th Thursday in November
- J. Day after Thanksgiving, 4th Friday in November
- K. Day before Christmas, December 24th
- L. Christmas Day, December 25th
- M. Day before New Years Day, December 31st
- N. Personal Day
- O. Any day or part of any day as proclaimed by the Mayor.

Section 16.2 Holiday Not Worked

- A. Members on 8-hour shifts will be compensated 8 hours;
- B. Members on 10-hour shifts will be compensated 10 hours;

Section 16.3 Holiday Worked

- A. When a holiday is worked by a member, the member will be compensated at the overtime rate for hours actually worked, in addition to straight time.

Section 16.4 Method of Payment

- A. Members have the option of compensatory time or holiday pay. Such compensatory time shall be applied to the cap set forth in Article 15. A member may choose to bank holiday pay for each holiday. If a member chooses this option, the member must declare the intent by

December 15 of the preceding year and will be paid for holidays in a lump sum in the first pay period of December each year.

ARTICLE 17 - WAGES

Current wages

	A	B	C	D	E
HOURLY	\$26.58	\$28.00	\$29.46	\$30.92	\$32.68
ANNUALLY	\$55,276.25	\$58,230.98	\$61,276.63	\$64,322.28	\$67,981.61

Effective January 1, 2025

+4%	A	B	C	D	E
	\$27.6432	\$29.1200	\$30.6384	\$32.1568	\$33.9872
ANNUALLY	\$57,497.856	\$60,569.60	\$63,727.872	\$66,886.144	\$70,693.376

Effective January 1, 2026

+4%	A	B	C	D	E
HOURLY	\$28.7489	\$30.2848	\$31.8639	\$33.4430	\$35.3464
ANNUALLY	\$59,797.77	\$62,992.38	\$66,276.91	\$69,561.58	\$73,520.67

Effective January 1, 2027

+4%	A	B	C	D	E
HOURLY	\$29.8988	\$31.4961	\$33.1384	\$34.7807	\$36.76
ANNUALLY	\$62,189.62	\$65,512.07	\$78,927.98	\$72,343.89	\$76,461.33

Section 17.2 Shift Differential A shift differential of one dollar Twenty-five cents (\$1.25) per hour worked shall be paid to any employee when the majority of their scheduled shift is after 1:00 P.M. and before 6:00 AM. (During the life of this Agreement, should any other Police Department Bargaining Unit receive a higher shift differential this Bargaining Unit shall receive the higher differential at the same time.)

Section 17.3 Pension Pick-up The City method of payment of salary and the provision of fringe benefits to the members who are participants in the **PERS** Pension Fund are hereby modified as follows, in order to provide for a fringe benefit pick-up of employee contributions to the PERS Pension Fund.

1. In addition to the total salary and salary per pay period which is otherwise payable to each member, the total portion of the member's contribution to the PERS Pension Fund shall be paid by the City.
2. The sums paid by the City under paragraph 1 in lieu of payment by the member shall not be treated as additional salary, wages or compensation. The pick-up shall not be included in the member's total annual salary for the purpose of computing daily rate of pay, for the determining paid salary adjustments to be made due to absence, or for any similar purpose.
3. The pick-up by the City of a member's contribution to the PERS Pension Fund shall

be mandatory for all members who are participants in the Fund. No such member shall have the option of choosing to receive contributed amounts directly instead of having them paid by the City to the Fund.

Section 17.4 Pay Periods All members shall be paid on a bi-weekly basis. The official pay date shall be every other Friday in that period, provided that when a holiday falls on a regular pay day the payroll shall be distributed on the day immediately preceding the holiday.

Section 17.5 Administration of Pay Plan In the administration of the pay plan for all covered employees, the five steps of the plan shall be applied as set forth below:

1. Step A is the minimum rate and shall be the hiring rate for the classification except that if a person is qualified by education or experience the appointing authority may establish the hiring rate at Step A, Step B, or Step C.
2. Progression from Step A through Step E shall be made at intervals of one year of satisfactory service from the employee's service date.

Section 17.6 Training New Employee Pay Any member who serves as a training officer for bargaining unit members shall receive a pay differential of ~~\$2.50~~ **\$3.50** per hour for each hour of training time spent with the trainee.

Section 17.7 TAC/ATAC Assignment Any member selected by the Chief of Police or designee to perform the duties of TAC officer shall be compensated an additional **one dollar (\$1.00)** per hour for all hours actually assigned and working as the TAC or ATAC.

Section 17.8 Longevity Bargaining unit employees shall receive longevity pay as listed below.

Years of Service	Longevity Pav
4 through 6 years	\$700.00
7 through 9 years	\$850.00
10 through 14 Yrs.	\$1,000.00
15 through 19 Yrs.	\$1,150.00
20 or more years	\$1,300.00

Longevity Pay shall begin on the employees' qualifying anniversary and paid in one (1) lump sum by a separate check each year

ARTICLE 18- VACATION LEAVE

Section 18.1 Accrual Each full-time employee is entitled, during each year following the first year of service, to earned vacation leave with full pay in accordance with the following schedule:

Completed Years of Service	Hours Earned Each Year
1 thru 5 years	80 hours
6 thru 10 years	120 hours
11 thru 14 years	160 hours
15 thru 19 years	208 hours
20 or more	232 hours

Section 18.2 Carry Over An employee may, at the discretion of the City, carry over from year to year, a maximum of forty (40) hours of accumulated vacation leave. Any vacation balance in excess of this permitted carry over shall be forfeited, unless the Chief of Police determines that an employee may not take all or a portion due to job requirements. In that event, any vacation balance in excess of forty (40) hours may be paid to the employee at the earned rate of pay.

Section 18.3 Annual Leave The Department shall attempt to accommodate each member's vacation leave request. Prior to February 1, each year members shall submit annual vacation requests by seniority to their chain of command for vacation scheduling. These requests shall be granted as requested to the extent practicable unless a conflict in scheduling necessitates that all requests cannot be granted. In such an instance, length of service with the Department as a full-time member shall be the determining factor in the granting of vacation leave requests. Employees who earn one hundred twenty (120) hours or more of vacation per year shall be required to request and take one forty (40) hour block of vacation each year. Such employees may also "cash in" up to forty (40) hours of earned vacation each year after their anniversary date of hire.

Section 18.4 Casual Leave Casual vacation leave may be granted in hourly segments upon approval of the supervisor.

Section 18.5 Payout Upon separation from City Service, employees are entitled to compensation for the pro-rated portion of any unused vacation leave to their credit at the time of separation at their prevailing rate of pay.

In case of death of an employee, the unused vacation leave credited to any such employee shall be paid to the surviving spouse, or the estate of the deceased if there is no surviving spouse.

Section 18.6 For purposes of this article, time spent on an unpaid leave of absence shall not count as service for purposes of computing years of service. Time spent on an approved unpaid leave of absence shall not constitute a break in service.

ARTICLE 19 - SICK LEAVE

Section 19.1 Credit Sick leave credit shall be earned at the rate of 4.6 hours for each eighty (80) hours of service in active pay status, which for the purpose(s) of this Article shall include paid vacation, overtime and sick leave, but not during leave of absence or layoff. Unused sick leave shall accumulate without limit. Sick leave shall not be advanced prior to its being earned.

Section 19.2 Usage

- A. Sick leave shall be granted to an employee upon approval of the City. Sick leave may be requested for the following reasons:
 - 1. Illness of the employee or a member of the employee's immediate family. Injury to the employee (after injury leave expires if the employee so qualifies.)
 - 2. Medical, dental or optical examinations or treatment of the employee or member of the employee's immediate family, which requires the presence of the employee, and which cannot be scheduled during non-working hours
 - 3. If a member of the immediate family is afflicted with a contagious disease or requires the care and attendance of the employee or when, through exposure to a contagious disease, the presence of the employee on the job would jeopardize the health of others;
 - 4. Pregnancy and/or childbirth and other conditions related thereto.
- B. Definition of immediate family: Mother, father, brother, sister, child, spouse, grandparent, grandchild, guardian, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, or other person who stands in place of a parent.

Sick leave shall be charged in minimum units of one (1) hour. It is understood that employees shall, whenever possible, schedule medical/dental appointments so as to not disrupt the operations of their Department. An employee shall be charged for sick leave only for days upon which the employee would otherwise have been scheduled to work. Compensation for approved sick leave shall be at the employee's base hourly rate of pay.

- C. When an employee is unable to report to work, the employee shall notify their supervisor or other designated person, no later than one (1) hour prior to their assigned shift, and shall leave a telephone number where the employee may be reached by the supervisor.

Section 19.3 Verification

- A. The City may require an employee to furnish a standard written signed statement explaining the nature of the illness to justify the use of sick leave. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action including dismissal. Any illness exceeding three days must be accompanied by a doctor's certificate.
- B. If medical attention is required, the employee shall be required to furnish a statement from a licensed physician notifying the City that the employee was unable to perform the required duties. Where sick leave is requested to care for a member of the immediate family, the City may require a physician's certificate to the effect that the presence of the employee is necessary to care for the ill person.
- C. The City may require an employee to take an examination, conducted by a licensed physician of the City's choice, to determine the employee's physical or mental capability to perform the duties of the employee's position. If found not qualified, the employee may be placed on sick leave or other leave. The cost of such examination shall be paid by the City. The employee, at the employee's own expense, shall be allowed to provide the City with a 2nd opinion, from a licensed physician.
- D. Employees failing to comply with sick leave rules and regulations shall not be paid and disciplinary action may be taken. Application for sick leave with intent to defraud will

result in dismissal and may result in refund of salary or wages paid.

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

1. Such absence may, with the approval of the Chief, be charged to compensatory time or to vacation leave.
2. Intermittent period of sick leave for the same illness or injury, when such usage is approved by the chief, shall be counted as one absence if they occur during a period of not to exceed thirty (30) calendar days from the date the member returns to work.

Section 19.4 Separation Payment of accrued but unused sick leave will be made to each bargaining unit employee, upon disability or service retirement under the Ohio Public Employee's Retirement System, who has ten (10) or more years of service with the City. The amount of payment will be as set forth in the following scale. Such payment shall be based on the employee's rate of pay at the time of retirement.

Minimum Years Of Service	Percentage of Accrued but Unused Sick Leave	Maximum Hours Paid Out
10 years	25%	320
15 years	30%	540
20 years	40%	760
25 years	50%	880

Section 19.5 Employees who use no sick leave in a calendar year shall earn two personal days to be used in the next calendar year.

ARTICLE 20 - INSURANCE

Section 20.1 Insurance The City may modify health insurance coverage offered to bargaining unit employees. If the City is considering any health insurance changes, it shall provide the Union with at least thirty (30) days advance notice. Upon request, the City shall meet with the Union to discuss all aspects of health insurance coverage, including the affect of any potential changes on bargaining unit members.

The medical, prescription, dental and vision coverage offered to bargaining unit employees shall not differ from the benefits offered to non-bargaining unit employees of the city.

Section 20.2 The City shall pay for life insurance for each member in the amount of \$40,000 with double indemnity for accidental death.

Premium contribution for dental and vision coverage shall remain at 7% for the duration of this agreement.

Bargaining unit employees shall pay the same premium contribution paid by non-bargaining unit employees of the City.

Bargaining unit employees shall receive the same contribution to the HS.A. account as non-

bargaining unit employees of the City.

Employees required to forfeit insurance coverage because their spouse is also a covered City employee shall receive fifty (\$50) dollars per month while such forfeiture is in effect.

Section 20.3 Liability Coverage The City will defend and indemnify members as required by O.R.C. Chapter 2744 for the good faith performance of their duties within the scope of their employment.

ARTICLE 21 - INJURY LEAVE

Section 21.1 Injury Leave

- A. For each separate injury sustained, injury leave shall be paid to any member who suffers an incapacitating injury arising out of their performance of job duties for the City. Such injury may include exposure of the member to a contagious disease which could be communicated to and jeopardize the health of other employees, if such exposure and jeopardy is certified by a physician. Such injury leave shall be paid at the member's prevailing rate of pay, and be limited to a maximum of seven hundred twenty (720) hours per occurrence.
- B. To qualify for injury leave, it must be established that the injury arose out of performance of job duties, and did not result from misbehavior on the part of the member. It shall be the obligation of the member to report said injury immediately to the supervisor and to receive necessary medical treatment, present to the City a certificate from an attending physician or psychologist stating the nature of the injury and the prognosis, and to return to work status at the earliest time permitted by the attending physician. After the member has been given permission to return to work status by the attending physician, and member is taken off injury leave status, a member may reapply for injury leave and exhaust a total of seven hundred twenty (720) hours of injury leave per occurrence when continued use of injury leave is appropriate.
- C. The appointing authority or Chief may obtain an additional opinion from a licensed physician or psychologist in order to substantiate the nature of the injury and/or establish conclusively that the injury qualifies for injury leave as defined in this Section. Should this additional opinion be necessary, it shall be paid for by the City.
- D. Upon exhaustion of injury leave, a member may use sick leave or other available paid leave.

ARTICLE 22 - LEAVES OF ABSENCE

Section 22.1 Leave Without Pay Employees may be granted the following types of unpaid leaves of absence by the appointing authority.

- A. Disability Leave
A physically incapacitated employee may request a disability leave. A disability leave may be granted not to exceed six (6) months when the disability continues beyond accumulated sick leave- rights and provided the employee is:
 - 1 Hospitalized or institutionalized
 - 2. On a period of convalescence following hospitalization or institutionalization authorized by a physician at the hospital or institution; or

3. Is declared incapacitated for the performance of the duties of the position by a licensed physician designated by the City. Such examination may be required by the City.

It is the employee's responsibility to request a disability leave and such leave is not granted automatically when the employee's sick leave has expired.

B. Personal Leave

The Employer may grant a leave of absence to any employee for a maximum duration of six (6) months for any personal reasons of the employee. Such leave may not be renewed or extended beyond six (6) months. The employee shall include all pertinent information relating to the need for a personal leave of absence with the request for leave. Such leave shall be at the total discretion of the City. No leave of absence shall be granted for the purpose of working another job.

1. The authorization of a leave of absence without pay is a matter of administrative discretion. The City shall decide in each individual case if a leave of absence is to be granted. A leave of absence shall be requested on the standard Request For Leave Form. Employees who are on an unpaid personal leave of absence which exceeds sixty (60) calendar days shall be required, in order to retain insurance benefits, to pay the entire premiums for all insurance during the term of such leave.
2. An employee on leave of absence without pay does not earn sick leave or vacation credit.
3. If a leave of absence is granted for a specific purpose, and it is found that leave is not actually being used for such purpose, the City may cancel the leave and direct the employee to report for work by giving written notice to the employee.
4. Upon completion of a leave of absence, the employee may be returned to the position formerly occupied, or to a similar position if the employee's former position no longer exists. An employee may be returned to work before the scheduled expiration of leave if requested by the employee and agreed to by the City. If an employee fails to return to work at the expiration of an approved leave of absence, and does not submit a resignation, the employee will be considered "absent without leave" and shall be subject to immediate termination.

C. Family and Medical Leave

1. Pursuant to the Family and Medical Leave Act of 1993 (as amended), FMLA leave may be granted to an employee who has been employed by the City for at least twelve (12) months before the leave is requested and who has provided at least 1,250 hours of service during the twelve (12) months before the leave is requested. The leave may be granted up to a total of twelve (12) weeks during any twelve (12) month rolling period for the following reasons:
 - I. Because of the birth of a child or placement for adoption or foster care of a child;

- II. In order to care for the spouse, son, daughter, parent, or one who stood in place of a parent of the employee, if such spouse, son, daughter, parent, or "in loco parentis" has a serious health condition;
 - III. Because of a serious health condition that makes the employee unable to perform essential employment functions.
2. The employee must provide the Employer with thirty (30) days advance notice of the leave, when such leave is reasonably foreseeable, or such notice as is practicable, if thirty (30) days notice is not possible. The employee must provide the Employer with certification of the condition from a health care provider. The Employer, at Employer expense, may require a second opinion (which is binding) on the validity of the certification,

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

COBRA.

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

Section 22.2 Leaves of Absence With Pay

A. Maternity/Paternity Leave

Any employee, who is expecting to become a new parent, shall be granted a leave of absence for maternity/paternity purposes. The date of departure and the date of return to work shall be established by the employee. The employee may utilize sick leave and vacation leave for said purposes. Additional leave may be granted on a case-by-case basis at the City's discretion.

B. Jury Duty

- 1. A fee or expense reimbursement paid to an employee for serving on any Municipal, County, or Federal Jury, shall be remitted to the City and said employee's regular pay will not be adjusted by reason of service performed.
- 2. The Employer shall not pay any employee who appears in court for criminal or civil cases, when the employee is the Plaintiff or Defendant.

- C. **Military Leave**
The Employer shall comply with applicable state and federal law concerning military leave.
- D. **Funeral Leave**
 - 1. Each full-time employee shall be granted up to a maximum of three consecutive working days upon a death in the employee's immediate family.
 - 2. It is recognized that situations will develop where matters involving other than the employee's immediate family warrant the City granting excused time with pay. The employee's supervisor may grant such excused time based upon the circumstances peculiar to each case. Such time shall not exceed three (3) days.
- E. **Voting Leave**
A member shall be excused for such time as is reasonably necessary to vote. A member shall be paid for such excused time not to exceed one (1) hour, provided the member could not otherwise reach the polls to vote during the time the polls are open outside the member's tour of duty.
- F. **Examination Leave**
A paid leave shall be allowed a member who participates in a Reynoldsburg Civil Service test or who must take a requested examination pertinent to their City employment before a state, county, or federal licensing board, provided that such test or examination is scheduled and taken during the member's regularly scheduled tour of duty

ARTICLE 23 - EDUCATIONAL ASSISTANCE PROGRAM

Section 23.1 Participation All employees are eligible to participate in the Educational Assistance and Incentive Plan. Participation is voluntary and available to those who elect job relevant self-development activities, during non-working hours. Participation shall be approved by the appointing authority.

Section 23.2 Allowances The allowances for assistance are described below:

- A. For approved courses earning college credit, a maximum of \$2,250 of tuition expenses for each academic year may be requested by the employee.
- B. For approved courses earning other than college level credit, a maximum of \$750.00 of tuition expense for each academic year may be requested by the employee.
- C. Fifty percent (50%) of the expenses incurred for text books required for above approved courses will be paid except that for non-college level courses, the \$750.00 limit is not to be exceeded.
- D. To qualify for assistance, plan participants shall satisfactorily complete the course(s) with a passing grade.
- E. 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, that employee must repay any assistance received in the one (1) year period. Employees who separate

from service with the City within two (2) years following completion of the courses must repay fifty percent (50%) of the assistance received.

ARTICLE 24 - UNIFORMS AND ALLOWANCE

Section 24.1 Initial Issue The City shall furnish the basic Uniforms and new equipment for all members. Uniform parts and equipment shall be replaced by the City as needed. All uniforms and equipment purchased by the City remain the property of the City and must be returned when a member is separated from City service for any reason.

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

Section 24.2 Repair and Replacement of Uniforms The City shall repair or replace all uniform items damaged or destroyed in the line of duty so long as the damage was not due to the member's misconduct or negligence.

Section 24.3 Repair or Replacement of Eye Glasses The City shall repair or replace eyeglasses damaged or destroyed in the line of duty so long as the damage is not due to the member's misconduct or negligence. This Section shall provide coverage only for a like amount of the damaged eye glasses.

Section 24.4 Dry Cleaning Members shall be reimbursed for necessary dry cleaning of uniforms. Members shall utilize the dry cleaning facility or facilities designated by the City.

Section 24.5 Clothing/Equipment Schedule

DISPATCHERS

Shirts (short sleeve)	5
Shirts (long sleeve)	5
Pants	5
Sweater	1
Shoes	1 pair
Belt	1
All Weather Jacket	1

ARTICLE 25 - MISCELLANEOUS ECONOMIC PROVISIONS

Section 25.1 Travel Allowance If a member uses their personal automobile for City or Department business, including travel to and from court appearances, as authorized by the Chief of Police, the member shall be reimbursed for such use at the current rate allowed by the Internal Revenue Service Regulations.

Section 25.2 Copies of Contract The Labor Council shall provide each member, at no cost to the member, a copy of this Contract within forty (40) days of the parties' ratification of this Contract. The City shall provide a copy to each newly hired member during the term of this Contract.

ARTICLE 26.. DRUG/ALCOHOL TESTING

Section 26.1 Employees Tested

In accordance with the Reynoldsburg Division of Police Drug/Alcohol Policy bargaining unit employees may be subjected to testing conducted under the following conditions: 1. Reasonable suspicion of drug and/or alcohol use; 2. Post-Incident testing; 3. Follow-up drug and/or alcohol testing;

A bargaining unit employee may of their own volition, even if not ordered to do so, undergo a drug and/or alcohol screening test if the employee is involved in an on duty incident. Testing done under these circumstances will be treated in the same manner as if the employee had been ordered to undergo screening.

Section 26.2 Testing Requirements

All drug screening tests shall be conducted by medical laboratories meeting the standards of and certified by, the National Institute of Drug Abuse, the National Institutes of Health and the Department of Health and Human Services. No test shall be considered positive until it has been confirmed by a gas Chromatography/Mass Spectrometry full scan test or its equivalent. The procedures utilized by the Employer and testing laboratory shall include an evidentiary chain of custody control. All samples collected shall be contained in two (2) separate containers for use in the prescribed testing procedures in accordance with the City policy. All procedures shall be outlined in writing in the City policy and this policy shall be followed in all situations arising under this Article.

Section 26.3 Alcohol Tests

Alcohol testing shall be done in the same manner as to detect drivers operating a motor vehicle under the influence. A positive result of a blood alcohol concentration of .02% or above (based on a breathalyzer) shall entitle the Employer to proceed with sanctions as set forth in this Article.

Section 26.4 Test Results

- A. The results of the testing shall be delivered to the Employer and the employee tested. An Employee whose confirmatory test result is positive shall have the right to request a certified copy of the testing results in which the vendor shall affirm that the test results were obtained using the approved protocol methods. The employee shall provide a signed release for disclosure of the testing results. Refusal to submit to the testing provided for under this Agreement may be grounds for discipline up to termination.
- B. The employer may suspend the employee without loss of pay before the time the confirmatory test results are complete. If the screening test and confirmatory test are positive, the Employer may discipline the employee. The use of illegal substances, on or off duty, will ordinarily result in termination. The improper use of prescription drugs, over the counter drugs and/or alcohol may result in a lesser discipline, depending upon the relevant circumstances.

Section 26.5 Confirmatory Tests

- A. If a drug screening test is positive, a confirmatory test shall be conducted in the manner prescribed in the City policy.
- B. In the event the second test confirms the results of the first test, the Employer may proceed with the sanctions as set forth in this Article.
- C. In the event that the second test contradicts the result of the first test, the Employer may request a third test in accordance with the procedures prescribed above. The results of this test, if positive, shall allow the Employer to proceed with sanctions as set forth in this Article. If the results are negative, the employee shall be given the benefit of the doubt and no sanctions shall be imposed.
- D. A Medical Review Officer (**MRO**) shall be utilized to review all positive test results.

Section 26.6 Laboratories

A list of two (2) testing laboratories shall be maintained by the Employer. These laboratories shall conduct any testing directed by the Employer.

Section 26.7

If the testing required above has produced a positive result, the Employer may take disciplinary action in accordance with the division policy and may require the employee to participate in any rehabilitation or detoxification program that is covered by the employee's health insurance. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick time, compensatory days, vacation leave, and personal leave days for the period of the rehabilitation or detoxification program.

If no such leave credits are available, the employee shall be placed on medical leave of absence without pay for the period of the rehabilitation or detoxification program. Family Medical Leave may be used if available and appropriate.

Upon completion of such program, and upon receiving results from a return to duty test demonstrating that the employee is no longer abusing a controlled substance, the employee may be returned to their former position. Such employee may be subject to periodic retesting upon return to the employee's position for a period of one (1) year from the date of return to work. Any employee in rehabilitation or detoxification program in accordance with this Article will not lose any seniority or benefits, except in those cases where the employee is placed on leave of absence without pay. Employees eligible to utilize Family Medical Leave and are in an unpaid status will still be eligible for health care benefits in accordance with the division FMLA policy.

Section 26.8 Discipline

If the employee refuses to undergo rehabilitation or detoxification, or if the employee tests positive during a follow-up test within one (1) year after return to work from such a program, the employee shall be subject to disciplinary action up to and including termination of employment.

Section 26.9 Testing Cost

Costs of all drug screening tests and confirmatory tests shall be borne by the Employer except that any test initiated at the request of the employee shall be at the employee's expense.

Section 26.10 Confidentiality

All tests results and actions taken under or pursuant to this Article shall be kept confidential in accordance with and subject to state and federal law.

ARTICLE 27 - WAIVER IN CASE OF EMERGENCY

Section 27.1 Waiver In case of emergency declared by the President of the United States, Governor of the State of Ohio, the City of Reynoldsburg, the Federal or State Legislature, for such acts of God or civil disorder, the following conditions of the Agreement may automatically be suspended:

- A. Time limits for processing of grievances.
- B. Selected work rules and/or agreements or practices relating to the assignment of employees.

Section 27.2 Expiration of Waiver Upon the termination of the emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the Grievance Procedure to which they (the Grievance(s)) had properly progressed.

ARTICLE 28- DURATION

Section 28.1 Duration The provisions of this Contract are effective January 1, 2019 except where otherwise indicated, and shall remain in full force and effect through December 31, 2021. This Contract shall remain in full force and effect until a successor agreement is reached by the parties or a final settlement award is reached through the use of Section 4117.14 of the Revised Code or through the legal system.

FOR THE CITY OF REYNOLDSBURG:

FOR FRATERNAL ORDER OF POLICE:

APPENDIX 1

The below Sick Leave Donation Policy is the Cities current policy for non-union employees that will now apply to full-time Dispatchers starting on the effective date of this Agreement.

LEAVE DONATION

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

A serious illness or injury for the purposes of this policy is defined as a serious illness or injury that is expected to incapacitate the City employee for an extended period of time, exhaust the employee's leave balances, and that qualifies as a disability under the City's Disability Program or Workers' Compensation. Leave donation also requires that the employee will be taking an extended time off from work 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.
 - g. 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.
 - h. Donated leave shall not count toward the probationary period of an employee if received during his or her probationary period.
 - i. 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: certification from the employee's physician that he or she is capable of engaging in sustained regular employment; or
 - j. an employee's application for retirement is approved;
 - k. death of the employee, whichever should first occur; or
 - l. exhaustion of available leave in the leave bank.
-



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: November 25, 2024

RE: An Ordinance Authorizing the Mayor to Execute a Contract Between the City of Reynoldsburg and the Fraternal Order of Police, Capital City Lodge No. 9, for the Period of January 1, 2025 through December 31, 2027, and Declaring an Emergency

APPROVALS:

Joe Begeny
Stephen Cicak
Chris Shook
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF REYNOLDSBURG AND THE FRATERNAL ORDER OF POLICE, CAPITAL CITY LODGE NO. 9, FOR THE PERIOD OF JANUARY 1, 2025 THROUGH DECEMBER 31, 2027, AND DECLARING AN EMERGENCY

WHEREAS, the City has successfully completed negotiations with the Fraternal Order of Police, Capital City Lodge No. 9, representing the full-time employees in the ranks of police officers; and

WHEREAS, the proposed agreement, ratified by the bargaining unit employees, would be effective for the period from January 1, 2025 through December 31, 2027.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Reynoldsburg, Ohio that:

Section 1. The Mayor is hereby authorized to execute the agreement between the City of Reynoldsburg and the Fraternal Order of Police, Capital City Lodge No. 9, attached hereto as Exhibit A and made a part hereof for a period of January 1, 2025 through December 31, 2027.

SECTION 2. That within the Codified Ordinances of Reynoldsburg, Part One - Administrative Code, Title Five, Administrative there is hereby established Chapter 166 entitled Capital City Lodge No. 9, agreement which shall incorporate by reference the provisions of the contract authorized in Section 1 of this ordinance.

SECTION 3. That the Collective Bargaining Agreement between the City of Reynoldsburg and the Fraternal Order of Police, Capital City Lodge No. 9 effective January 1, 2022 be and is hereby repealed and replaced.

SECTION 4. That the effective date of this ordinance shall be January 1, 2025.

SECTION 5. That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the City and further that the prior contract expired on December 31, 2024, and action by Council is necessary within thirty days of the new contract being submitted; wherefore, upon adoption by Council this Ordinance shall be in effect immediately upon signature of the Mayor.

CONTRACT BETWEEN
THE CITY OF REYNOLDSBURG
AND
THE FRATERNAL ORDER OF POLICE
CAPITAL CITY LODGE #9

JANUARY 1, 20225 THROUGH DECEMBER 31, 2027

2025-2027 Tentative Agreement between FOP, Capital City Lodge No. 9 and City of
Reynoldsburg- Patrol Officer

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ARTICLE 1
CONTRACT

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

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

Section 1.3 Legal References.

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

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

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

2025-2027 Tentative Agreement between FOP, Capital City Lodge No. 9 and City of
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constitute a past practice, but may, by affirmative action on the part of a Lieutenant or the Chief constitute a past practice or custom. The City agrees not to alter such customs and practices without advance notice to the Lodge President, when practicable.

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

**ARTICLE 2
RECOGNITION**

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

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

**ARTICLE 3
LODGE SECURITY**

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

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

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

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

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

Section 3.2 Fair Share. As a consequence of the decision in *Janus v. AFSCME, Council 31, et al.* (decided June 27, 2018), the City and the Lodge have agreed to remove prior provisions pertaining to the payment of fair share fees by non-members; and, the City and the Lodge agree that fair share fees may no longer be deducted from non-members' pay. The City and the Lodge agree further that, in the event there are changes in the law that permit the collection of fees or other financial support from non-members of the Lodge through payroll deduction, the Lodge and the City shall enter into good faith negotiations to address and permit the collection of such fees and/or financial support through payroll deduction.

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

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

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

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

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

2025-2027 Tentative Agreement between FOP, Capital City Lodge No. 9 and City of
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(24) hours prior to the time of the meeting and shall state the date, time and requested location of the meeting.

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

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

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

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

**ARTICLE 4
NONDISCRIMINATION**

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

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

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

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

**ARTICLE 5
GRIEVANCE PROCEDURE**

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

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

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

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

Section 5.3 Grievance Representatives. Members of the Bargaining unit shall elect four (4) grievance representatives, one for each shift, one for the non-patrol units and one of whom shall serve as Grievance Chairman for the unit.

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

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

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

- A. Step 1 – Chief of Police To initiate a grievance, a member shall complete a written Grievance Form and present the grievance to the office of the Chief of Police within fourteen (14) calendar days of the occurrence which gave rise to the grievance, or within fourteen (14) calendar days after the member first became aware of the occurrence giving rise to the grievance; otherwise the grievance will be considered to have no force and effect. In no case will a grievance be considered which is submitted later than forty-five (45) calendar days following the date of the occurrence. This forty-five (45) calendar day limit is designed to accommodate members who were on leave status at the time of the occurrence. A member returning from leave has fourteen (14) calendar days to file a grievance over an occurrence during the term of his or her leave, provided the forty-five (45) day limit is not exhausted.

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

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

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

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

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

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

Section 5.7 Representation in Meetings. In each Step of the Grievance Procedure outlined in Section 5.4, certain specific representatives shall be given approval to attend the meetings therein prescribed. It is expected that, in the usual grievance, these will be the only representatives attending such meetings. However, it is understood by the parties that in the interest of resolving grievances at the earliest possible Step, it may be beneficial that other representatives, not specifically designated, be in attendance. Therefore, it is intended that either party may bring additional representatives (who, if members, will attend without pay unless the meeting is held during the member's regularly scheduled work time) to any meeting held pursuant to the Grievance Procedure, but only upon advance mutual agreement among the parties specifically designed to

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attend that such additional representatives have input which may be beneficial in attempting to resolve the grievance.

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

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

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

**ARTICLE 6
ARBITRATION**

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

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

Section 6.3 Authority of Arbitrator. The arbitrator shall conduct a fair and impartial hearing pertaining to the grievance. The arbitrator shall afford both the City and the Lodge the opportunity to be heard, to present and examine witnesses, to offer documentary and other evidence and to submit post-hearing briefs. The arbitrator shall issue a written decision setting forth his or her decision and rationale in support of said decision. It is expressly understood and agreed that the arbitrator shall be without jurisdiction or authority to detract from, alter, add to or otherwise amend in any respect, any of the provisions of this Contract or any supplements or appendices thereto. It is agreed and understood that the jurisdiction and authority of the arbitrator shall be expressly limited by the provisions of this Contract. It is further agreed that no grievance shall be arbitrated together with any other grievance except by mutual consent of the parties.

Section 6.4 Arbitration Costs. The costs of any proofs produced at the direction of the arbitrator, the fee of the arbitrator and the rent, if any, for the hearing shall be borne by the losing party. Each party shall be responsible for its respective AMS fees. In the event that the arbitrator's decision

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

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

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

ARTICLE 7
LODGE REPRESENTATION

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

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

ARTICLE 8
NO STRIKE/NO LOCKOUT

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

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

- A. The City and Lodge agree that the Grievance Procedure is adequate to provide a fair and final determination of all grievances arising under the terms of this Contract. It is the desire

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of the Lodge and City to avoid strikes and work stoppages and any and all other conduct set forth above in this Section.

- B. The Lodge and its officers, agents and members shall not authorize, condone, ratify, permit, sanction or acquiesce in any of the activities described in this Section and, should any such activities occur, the Lodge, by its officers, agents and members, shall be obligated to take affirmative steps to terminate such activities including promptly ordering its members to resume their normal work duties, notwithstanding the existence of any picket line.

ARTICLE 9
MANAGEMENT RIGHTS

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

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

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

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

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

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

- A. Whenever an investigation appears to be leading to the possibility of a member being disciplined, the member will be so advised, provided a copy of any written complaint or a written narrative of any anonymous complaint and advised of the right to Lodge representation prior to any questioning. During such questioning, the member has the right to be represented by a Lodge representative or a Lodge attorney, provided that such representative is not also a subject of the investigation.
- B. Whenever an investigation appears to be leading to the possibility of criminal charges being brought against a member, the member will be so advised and informed of the general nature of the criminal investigation prior to any questioning. The member may assert his or her right not to answer any questions in a criminal investigation. During any criminal investigation the member has the right to be represented and advised by an attorney.
- C. In all internal investigations, the member's chosen Lodge representative or Lodge Attorney shall have a reasonable period of time to appear for the investigation.

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

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- K. When any anonymous complaint is made against a member and there is no corroborative evidence and none can be found after an investigation, the complaint shall be classified as unfounded but the member shall be informed in writing of the complaint and the outcome of the investigation at the conclusion of the investigation.
- L. A member who is charged with violating Division orders or regulations will be provided access to pertinent data related to the completed investigation. Such access shall be provided no later than ten (10) days in advance of any Division hearing related to the charge involved.
- M. All complaints, internal investigations and Division charges shall initially be under the province of the Chief who will designate the Deputy Chief, Sergeant or Lieutenant shall conduct an investigation and make recommendations to the Chief through the chain of command. If, at the time the Chief designates an Investigator, the Chief reasonably believes that the allegations, if sustained after investigation, would result in a recommendation to the Mayor of the member's termination, the Chief will assign the investigation to the Deputy Chief or a Lieutenant to conduct. The Sergeant is not required to make a disciplinary recommendation.
- N. The Division shall make every effort to complete internal investigations within ninety (90) calendar days. If for any reason the City cannot accomplish this, the Chief shall inform the affected member in writing of the expected completion date, which in any case shall not exceed one hundred twenty (120) calendar days after the date the complaint is filed. At the conclusion of an investigation the Chief shall notify the affected member in writing of the investigation outcome within thirty (30) calendar days thereafter. If an investigation is not completed within one hundred twenty (120) calendar days from the date the complaint is filed or if the Chief does not notify the member within thirty days (30) after the conclusion of the investigation, the member under investigation shall not be subject to discipline. The time periods set forth in this section shall automatically be extended by any delays in the investigation occasioned by the member or Lodge.
- O. If any of these procedures are violated, such violations shall be subject to the Grievance Procedure beginning at Step 2.

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

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

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- B. Every newly hired member will be required to successfully complete an initial probationary period. The initial probationary period shall be twelve (12) months from the date of hire if the employee is OPOTA certified, provided, however new employees who are required by the Employer to attend a police academy shall have their one year probationary period begin upon graduation from the academy. A newly hired probationary member may be suspended or terminated at any time during the initial probationary period for unsatisfactory service and shall have no right to appeal the suspension or termination under Article 5 and 6 of this Contract. Any such removal or suspension shall be subject to the provisions of Section 10.2(A).

Section 10.3 Departmental Hearings. Departmental hearings will be held prior to the imposition of any suspensions, reduction in pay or rank, and/or removal. At least ten (10) calendar days, prior to any Departmental Hearing before the Mayor or his/her designee the member will receive from the Chief of Police a written statement of all charges and specifications as well as notice of time and date of the Departmental Hearing. At a Departmental Hearing, the charged member shall be allowed to be represented by a Lodge attorney or representative.

The place for the hearings will be determined by the Mayor or his/her designee. Hearings shall be recorded at the direction of the Mayor or his/her designee or at the request of either the Division of Police or the member.

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

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

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

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

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

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

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Service Commission, as provided in the Civil Service Commission Rules. If the Civil Service Commission accepts jurisdiction over the member's appeal, the member is precluded from proceeding to arbitration.

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

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

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

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

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

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

Except as required by Section 149.43 of the Ohio Revised Code; except for supervisory and administrative personnel with legitimate need to know; except for the Civil Service Commission and courts of competent jurisdiction which have subpoenaed them, a member's personnel file shall not be made available for review by anyone. Except for the above personnel, no information in a member's personnel file will be shared with anyone outside the Department and City

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administration, except name, place of employment, dates of employment, rank and pay range; however, additional specified information may be given upon the advance, written approval of the member involved to the Chief. Any member may copy documents in his or her file. The City may levy a charge for such copying, which charge shall bear a reasonable relationship to actual costs.

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

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

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

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

**ARTICLE 11
WORK RULES AND DIRECTIVES**

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

**ARTICLE 12
LABOR RELATIONS MEETINGS**

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

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Section 12.2 Labor Relations Meetings. The parties hereto agree to hold labor relations meetings at a mutually agreed time as necessary upon the written request of either party to the other, but labor relations meetings shall be held no less often than once every four (4) months, upon the request of either party to the other. The request shall include an agenda stating the matters to be discussed. The parties agree to review all outstanding grievances at labor relations meetings. The City and the Lodge may have up to five (5) representatives in attendance at the meetings. The Committee may discuss a matter which is covered by this Contract and may make recommendations to the City and the Lodge as to any modification of the contract.

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

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

ARTICLE 13
LAYOFFS, JOB ABOLISHMENT AND REINSTATEMENTS

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

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

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

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

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1. A rationale for layoff or displacement;
2. The effective date of the layoff or displacement;
3. A listing of the member's seniority in relation to other members of both Bargaining Units;
4. A statement advising the member of his or her responsibility to maintain a current address with the Division.

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

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

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

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

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

ARTICLE 14
MISCELLANEOUS PROVISIONS

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

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to properly use and care for all tools, facilities, vehicles, supplies and equipment provided by the City.

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

Section 14.3 Anti-nepotism.

A. Definitions:

1. Family (for purposes of this section only): Mother, father, sister, brother, spouse, son, daughter, or grandparent of the member or member's spouse.
2. Spouse: Those people living together, married or unmarried, in an espoused relationship, which is defined as two (2) people living together, sharing bed and board, siring children, sharing financial, recreational and social activities together without benefit of a marriage license or marriage ceremony.

B. Members of the family (as defined above) will not be considered for employment in the Department if such employment would put the two (2) in a supervisory/subordinate capacity or if one (1) of the individuals is in a position having access to confidential material. The employment of other close relatives is discouraged.

C. Members who enter into a relationship with another employee of the police department that falls within the definition of a family member set forth above shall not be assigned to the same shift as the family member when those family members would be placed in a supervisor/subordinate relationship if working on the same shift. If such a relationship occurs, the two employees will decide who will move to another shift. If the employees cannot or refuse to decide, the employee who changes shifts will be decided by a coin toss.

D. If two (2) members become married during the course of their employment and are in a supervisory/subordinate relationship on the same shift, one (1) of the two (2) must change shifts. The choice regarding which member shall change shifts shall be made by the members themselves. If the members refuse to decide who will change shifts, the decision will be made by a coin flip.

ARTICLE 15
ASSIGNMENTS AND SENIORITY

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

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bidding process for Patrol assignments. The member with the highest seniority will have the first choice of patrol shift assignment. Seniority will be determined in accordance with the provisions of Section 15.3. This process will be followed in shift assignment.

Should any opening occur during the year one interim bidding process shall be followed to fill the opening, provided that if no member applies for the opening, the Chief retains discretion to fill the opening by assigning the least senior member. An opening is defined as any assignment which was posted annually between November 1 and November 15. The interim process shall be initiated by the posting of the available Patrol assignment, with members being given five (5) calendar days to respond in writing to the posting indicating interest in the assignment. The most senior member indicating interest shall be given the assignment on a date that meets operational needs. The interim bidding process shall not apply to any subsequent opening which would occur as a result of this procedure being used to fill the first opening.

Section 15.2 Filling of Non-Patrol Job Assignments. Whenever the City determines that a vacancy occurs in a job assignment, the Division shall post the job assignment opening for fifteen (15) calendar days and shall allow any interested members of the same rank to apply within the posting period. The Division shall provide notice on the job posting as to any specialized training and/or technical skills which will be required for the assignment after the assignment is made. In filling the job assignment, the Division shall give consideration to all applicants who apply. The Chief shall appoint two sergeants and a lieutenant or deputy chief to interview all candidates who meet the minimum qualifications for the assignment. The interview panel shall present to the Chief the top three (3) candidates based on the criteria set forth in this paragraph. Skill, ability, work record and seniority shall be the criteria for selection of an applicant to fill a job assignment vacancy. The Chief shall appoint one of the three (3) members from the list prepared by the interview panel. For any Non-Patrol assignment, an applicant must have a minimum of ~~three (3)~~ **two (2)** years of continuous service with the City of Reynoldsburg.

Section 15.3 Rotation of Non-Patrol Assignments. Non-patrol assignments filled in accordance with section 15.2 are subject to rotation as set forth herein unless the Chief determines an assignment should be exempt from a term limit due to the operational needs of the department.

The posting for a non-patrol assignment under section 15.2 shall include the term of the assignment for the successful candidate. The term for such an assignment must be for a minimum of three (3) years from the date of appointment. The Chief may, in his sole discretion, set a term limit of more than three (3) years but not less than three (3) years. Members who have served one complete term in a non-patrol assignment may bid on a second consecutive term for the same assignment. At the end of the second appointment, the member may be allowed to apply for additional assignments as set forth below.

Employees serving in a specialized assignment on January 1, 2019, shall be permitted to remain in such assignment for five (5) years beginning January 1, 2020. Thereafter, these members can apply for a second consecutive assignment subject to the above paragraph. Notwithstanding section 15.2, the member (current incumbent) shall be appointed to the second consecutive term if he/she is the most qualified candidate. After completion of the second consecutive term, the member may reapply for an additional term; however, the Chief retains the sole discretion **to**

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choose another member for the assignment. The decision not to select a member for a third consecutive term is not subject to the grievance procedure.

The Chief may extend a non-patrol assignment that is scheduled to end if he determines such extension is necessary due to operational reasons.

When a member's non-patrol assignment ends during the year, the member shall remain on the same shift and days off until the next shift bid.

Nothing in this Article shall be construed to prohibit the Chief from removing a member from a specialized assignment before the end of a term if the assignment is eliminated or based on performance of the member.

Section 15.4 Seniority Defined. Seniority shall be defined as follows:

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

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

- C. "Continuous service" shall not include any period of time due to:
 - 1. Suspension of more than **twenty-four (24)** ~~three (3)~~ days;
 - 2. Unauthorized leave of absence;
 - 3. An authorized unpaid leave of absence which exceeds two (2) work weeks, except where the unpaid absence is due to either a duty-related illness or injury or any other reason for which an applicable law, ordinance, or other provision of this contract would not allow for loss of continuous service credit. The loss of continuous service credit under Section 15.3(d)(3) shall also result in the member being ineligible for vacation accrual eligibility under Section 23.1 for the period of time the authorized unpaid leave of absence exceeds two (2) weeks.

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

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Section 15.5 Seniority List. A seniority list shall be kept by the Chief and shall be updated yearly. A copy shall be available for inspection in a location designated by the Chief.

**ARTICLE 16
POLITICAL ACTIVITY**

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

**ARTICLE 17
PROMOTIONS**

Section 17.1 Promotions to Sergeant. Promotions to the rank of sergeant shall occur from a competitive promotional examination open to members of the police department who have attained at least twenty-four (24) months as a sworn Police Officer for the City of Reynoldsburg and a total of sixty (60) months of total sworn law enforcement service in Ohio as of the date of the written examination. An employee with active serious discipline shall not be eligible for the exam. For purposes of this section, serious discipline shall be a suspension greater than one day. The Civil Service Commission is responsible for the administration of the competitive promotional examination pursuant to rules promulgated by the Commission, except as modified by this Contract.

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

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

Section 17.3 Competitive Promotional Examination Components. The competitive examination for Sergeant shall have two components, a closed book, multiple choice written examination comprising 50% of the total score and an oral board comprising 50% of the total score. In order to proceed to the oral board, a member must receive a minimum passing score of ~~70%~~ **65%** on the written examination. The oral board shall be held within sixty (60) days of the written examination.

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

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calculation of seniority credit shall be the date upon which the oral board component is held.

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

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

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

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

Section 17.7 Promotional Appointment. The Mayor shall make promotions from the eligible list by promoting from the top three (3) ranked individuals for any vacancy in the rank of Sergeant.

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

**ARTICLE 18
PAY PLAN**

Section 18.1 Wages.

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

EFFECTIVE JANUARY 1, 2022- 3-4.25% Increase						
Class Title	Pay Period	Step 1	Step 2	Step 3	Step 4	Step 5
Police Officer	Hourly	\$30.90 \$34.34	\$33.92 \$37.70	\$38.95 \$43.29	\$43.39 \$48.23	\$48.68 \$54.10
	Bi-weekly	\$2,472.00 \$2,747.29	\$2,713.43 \$3,015.61	\$3,116.37 \$3,463.42	\$3,471.51 \$3,858.11	\$3,894.22 \$4,327.90

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	Annually	\$64,272.00 \$71,429.57	\$70,549.23 \$78,405.85	\$81,025.57 \$90,048.87	\$90,259.31 \$100,310.91	\$101,249.82 \$112,525.38
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EFFECTIVE JANUARY 1, 2023- 3.25 4% Increase						
Class Title	Pay Period	Step 1	Step 2	Step 3	Step 4	Step 5
Police Officer	Hourly	\$31.90 \$35.71	\$35.02 \$39.20	\$40.22 \$45.02	\$44.80 \$50.16	\$50.26 \$56.26
	Bi-weekly	\$2,552.34 \$2,857.18	\$2,801.62 \$3,136.23	\$3,217.65 \$3,601.95	\$3,584.34 \$4,012.44	\$4,020.79 \$4,501.02
	Annually	\$66,360.84 \$74,268.78	\$72,842.08 \$81,542.08	\$83,658.90 \$93,650.82	\$93,192.74 \$104,323.35	\$104,540.44 \$117,026.40

EFFECTIVE JANUARY 1, 2024- 3.25 4% Increase						
Class Title	Pay Period	Step 1	Step 2	Step 3	Step 4	Step 5
Police Officer	Hourly	\$32.94 \$37.13	\$36.16 \$40.77	\$41.53 \$46.83	\$46.26 \$52.16	\$51.89 \$58.51
	Bi-weekly	\$2,635.29 \$2,970.75	\$2,892.67 \$3,261.68	\$3,322.22 \$3,746.03	\$3,700.83 \$4,172.93	\$4,151.46 \$4,681.06
	Annually	\$68,517.57 \$77,239.50	\$75,209.45 \$84,803.76	\$86,377.81 \$97,396.85	\$96,221.50 \$108,496.28	\$107,938.01 \$121,707.46

Section 18.2 Pay Plan Administration.

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

Section 18.3 Pay Periods. All members shall be paid on a biweekly basis. The official pay date shall be every other Friday in that the pay date shall be the Friday following the end of the pay period, provided that when a holiday falls on a regular payday, the payroll shall be distributed on the day immediately preceding the holiday.

Section 18.4 Specific Personnel Actions. The rate of pay for members affected by the personnel actions listed below shall be as follows:

- A. Return to Duty When a member is permitted to return to duty in the same rank after separation from City service of not more than one (1) year, which separation was not due to discreditable circumstances, the member shall receive the step rate in the rank

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corresponding to the step rate received at the time of separation. A member shall also serve thereof for that amount of time as would be required for advancement to the next step, with seniority credit being given for the time previously served prior to the separation.

- B. Return from Military Service Pursuant to Ohio Revised Code Section 5903.03, any member who leaves or has left the City service to enter the active service of the armed forces of the United States, or any branch thereof, and who subsequently is reinstated to employment with the Division, shall be entitled to receive compensation at the step rate to which the member would have been entitled had service with the City not been interrupted by service in the armed services. A member shall suffer no loss of seniority or break in service for the time during which the member was in active military service.
- C. Recall from Layoff A member who is recalled from layoff shall be reinstated at the same rate he or she would have received had the layoff not occurred and shall advance there from suffering no loss of seniority or break in service for the time during which the member was laid off.
- D. Reinstatement from Authorized Leave Time spent on authorized leave shall be credited for purposes of Step advancement and shall not constitute a break in service.
- E. Demotion of Sergeant If a Sergeant, through voluntary or involuntary demotion, returns to the bargaining unit, this individual shall be assigned to a vacant patrol assignment, with no ability to displace any member from his or her current assignment. Upon return to the bargaining unit, this individual shall not be given seniority credit for time outside the bargaining unit; however, this individual shall be credited with any seniority he or she had when the individual left a position in the bargaining unit. This individual's pay shall be based upon his or her seniority in the bargaining unit. The demotion of a Sergeant does not allow the City to put in place any layoff or job abolishment action within the bargaining unit.

ARTICLE 19
SERVICE CREDIT

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

AT THE CONCLUSION OF:	EFFECTIVE JANUARY 1, 2022
4-6 YEARS	\$850.00
7-9 YEARS	\$950.00
10-14 YEARS	\$1,150.00

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15-19 YEARS	\$1,300.00
20 OR MORE YEARS	\$1,400.00

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

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

ARTICLE 20
SHIFT DIFFERENTIAL

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

EFFECTIVE DATE	SHIFT DIFFERENTIAL PER HOUR
JANUARY 1, 2016	\$1.25

ARTICLE 21
HOURS OF WORK AND OVERTIME

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

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

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

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

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

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

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

When no member volunteers to fill an overtime assignment as outlined above, the Chief, or designee, serving as Scheduler, may fill the overtime assignment by ordering a member to work the overtime. Except in exigent circumstances, no overtime assignment shall be given to a member, or mandated, which would require the member to work a **full double shift in excess of sixteen hours** or schedule adjustment in order to perform the overtime assignment.

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

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

Each member's compensatory time bank shall be limited to a maximum accrual of sixty-four hours at any one time. At the end of the calendar year, a member shall have the option of either receiving a cash payment for any or all hours accrued but unused in the calendar year, provided that any hours which are not paid out will be carried over to the next calendar year and will be subject to the sixty-four (64) hour accrual. The payment will be made at the member's rate of pay in effect as of December 31 or the calendar year in which the hours are accrued and will be paid no later than January 31 of the next calendar year.

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

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Section 21.7 Call-in-Pay. When a member is called back to work by his supervisor for hours not abutting his regular shift hours, the member shall be guaranteed a minimum of three (3) hours pay at the member's overtime rate. If the member is called in and works more than three hours the member shall be paid at the overtime rate for all hours worked. Effective April 1, 2019, detectives required to be on call shall receive 1 hour of vacation leave for each day on call and 1.5 hours of vacation leave for each holiday on call.

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

This paragraph is effective upon ratification of this Contract. Where a member receives cancellation of a court appearance more than ninety (90) minutes before the start of the scheduled court time, the member shall receive no premium pay under this paragraph. Where the member receives cancellation of a court appearance ninety (90) minutes or less before the start of the scheduled court time, the member shall receive two (2) hours straight time pay. However, if the member is notified of the cancellation of the court appearance during the travel time to court, as specified in Division policy, the member shall receive three (3) hours court pay at the member's overtime rate.

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

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

Section 21.11 Canine Officer. The canine officer will be responsible for the care and maintenance of the assigned canine in accordance with Department policy. The City will provide all food, equipment, insurance and veterinary services for the canine.

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To compensate the canine officer for the time spent in the care and maintenance of the canine, the Chief will decide, on a month to month basis, whether the canine officer will work a schedule of 7.25 hours five days per week but be compensated for eight hours per day or an eight hour shift five days per week. If the canine officer works eight hours shifts, he shall be paid an additional 3.5 hours at the overtime rate for such work week. The canine officer shall not be entitled to this additional pay if the officer is off work and the canine is boarded outside the officer's home.

The canine officers may be required to flex their shifts based on the operational needs of the Department.

ARTICLE 22
HOLIDAYS

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

1. New Year's Day, January 1
2. Martin Luther King, Jr. Day, 3rd Monday in January
3. President's Day, 3rd Monday in February
4. Memorial Day, last Monday in May
5. Independence Day, July 4
6. Juneteenth, June 19
7. Labor Day, first Monday in September
8. Veteran's Day, November 11
9. Thanksgiving Day, fourth Thursday in November
10. Day after Thanksgiving, fourth Friday in November
11. Day before Christmas, December 24
12. Christmas Day, December 25
13. Day before New Year's Day, December 31
14. Any day, or part of a day, proclaimed as a holiday by the Mayor

Section 22.2 Holiday Pay.

- A. Any member required to work on a holiday listed in Section 22.1 shall be paid at the applicable overtime hourly rate for all hours worked on the holiday, in addition to either eight (8) hours holiday pay at the straight-time rate if the member is regularly assigned to an eight (8) hour shift or ten (10) hours holiday pay at the straight time rate if the member is regularly assigned to a ten (10) hour shift.
- B. If a holiday falls on a member's scheduled day off the member shall be entitled to an additional eight (8) hours pay at the straight-time rate if the member is regularly assigned to an eight (8) hour shift, or ten (10) hours holiday pay at the straight time rate if the member is regularly assigned to a ten (10) hour shift.
- C. If a holiday occurs when a member is on paid leave, the member will be entitled to eight (8) hours holiday pay at the straight-time rate if the member is regularly assigned to an

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eight (8) hour shift, or ten (10) hours holiday pay at the straight time rate if the member is regularly assigned to a ten (10) hour shift. No charge will be made against the leave accumulation.

- D. A member may choose to bank holiday pay for each holiday. If a member chooses this option, the member will be paid for his holidays in a lump sum in the first pay period in December of each year.
- E. Effective upon ratification of this contract, a member may choose to establish a holiday leave bank in lieu of payment under paragraph B above for one or more holidays in a calendar year. If a member chooses this option, use of such holiday leave shall be treated the same as use of casual leave under Section 23.6. The maximum number of hours that a member may place in his or her holiday leave bank is forty (40) hours at any one time. A member may make a written request for payment of any hours in his or her holiday leave bank at any time but only once per calendar year; such payment shall be made at the rate of pay in effect at the time of the member's request and shall be made as soon as practicable by the City.

ARTICLE 23
VACATION LEAVE

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

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

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

Section 23.3 Vacation Conversion. A member with at least seven (7) years of completed service for vacation purposes may, at his or her option, cash in up to forty (40) hours of vacation leave, provided that such hours are cashed in eight (8) hour blocks and further provided that such an option is exercised **within twelve (12) months of the date on which the vacation is accrued.** by ~~December 31, of the calendar year in which the vacation is accrued.~~

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

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

Section 23.6 Casual Leave. Casual vacation leave may be granted in one-half (1/2) hour segments upon approval of the member's shift Supervisor.

ARTICLE 24
SICK LEAVE

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

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

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

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

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

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

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states that the member is capable of returning to work, the City may cease payment of sick leave until the member returns to City service.

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

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

Section 24.5 Sick Leave Payout.

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

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

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

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

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

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

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

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

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

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

ARTICLE 25
INJURY LEAVE

Section 25.1 Injury Leave.

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

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base rate of pay, and be limited to a maximum of one thousand and forty (1040) hours per occurrence.

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

ARTICLE 26
OTHER LEAVES OF ABSENCES

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

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

Section 26.3 Funeral Leave. Each member shall be granted a paid leave not to exceed three (3) working days upon a death in the member's immediate family, as immediate family is defined in

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

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

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

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

**ARTICLE 27
WORKING OUT OF RANK**

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

**ARTICLE 28
EDUCATIONAL ASSISTANCE PROGRAM**

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

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

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

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

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

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

ARTICLE 29
UNIFORMS AND ALLOWANCE

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

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

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

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

Section 29.4 Plain Clothes. Effective January 1, 2022~~5~~, members assigned to plain clothes or administrative duty shall be permitted to purchase civilian clothing and components up to the reimbursable amount of one thousand dollars (\$1,000). **Members that transfer into a plain clothes or administrative assignment after January shall be entitled to a prorated amount.**

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Clothing selected shall be at the discretion of the member but shall be moderately conservative in style, cut and color, and shall be acceptable to the local business community.

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

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

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

Belt Keepers – 4	Name Plate - 21
Belt (Trouser) – 1	Protective Vest - 1
Boots or shoes – 1 pair	Raincoat - 1
Breast Badge – 2	Service Weapon – 1 (with 3 magazines and gun lock and tactical light)
Cite Bookholder - 2 (one large, one small)	Shirts - Summer - 5
Flashlight – 1	Shirts - Winter - 5
Flashlight Holder – 1	Ties – 31
Glove Holder – 1	Tie Bar - 1
Gun Belt – 1	Tobboggan Hat – 1
Handcuffs – 1 (with Key)	Traffic Vest
Handcuff Case – 1	Trousers - 5
Hat Badge – 1	USB Flash Drive
Hat -1 (8 pt. hat and raincover)	Walkie Holder - 1
Holster - 1	Walkie Radio
Jacket - all season - 1	Whistle - 1
Mace Holder – 1	Whistle Chain - 1
Magazine Pouches - (double)	Tourniquet holder -1

**ARTICLE 30
SPECIAL DUTY**

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

Section 30.2 Authority. While working under special duty assignment, the member shall be considered to be acting under, and subject to, the terms of his or her employment with the City. A member shall be entitled to utilize City uniforms and clothing, and be covered by the City's

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workers' compensation policy while performing special duty, if not covered by the special duty employer's workers' compensation policy.

Section 30.3 Conduct. While on special duty assignment, a member shall perform such assignment subject to the wishes of the special duty employer, except that the member is bound by departmental rules and regulations and procedures governing the duty and responsibilities and good conduct of the police service. A member shall not perform any act that would tend to demean the Department or the uniform, nor be contrary to law or official departmental directives. In the event of an emergency declared in accordance with departmental policies and/or directives, or in the event a member is required to perform in an arrest situation, the member will revert to on-duty status. A member shall obey orders issued by supervisory personnel. The working of a special duty assignment does not relieve a member from taking appropriate police action when confronted with a situation requiring such action.

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

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

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- E. Members shall not be deprived of the special duty assignments because they have used any Articles or Procedures set forth in this Contract.
- F. Unless otherwise authorized in writing by the Chief, a member shall not work more than twenty (20) hours in excess of his or her scheduled workweek.
- G. Any member marked off sick shall not be allowed to work special duty during that calendar day.
- H. Any member with four (4) or more sick markoffs in a twelve (12) month period shall not be allowed to work special duty for a period of seventy-two (72) hours after his return to duty.

ARTICLE 31
INSURANCE

Section 31.1 Medical Insurance. The City shall provide hospitalization, surgical, major medical and drug participation coverage for bargaining unit employees on the same basis as these benefits are offered to non-bargaining unit employees of the City, including any opt out payments.

Effective January 1, 2022~~5~~, the City shall contribute to the health savings account of each member sixty-six percent (66%) of the in-network deductible. For those members participating in the wellness program (see Appendix A), ~~In addition,~~ upon presentation of proper documentation, the City shall reimburse bargaining unit employees for out of pocket costs between the City's HSA contribution and the in-network deductible. Employees eligible for the additional reimbursement must submit the request and proper documentation no later than March 31 of the following year. Such reimbursement is subject to the maximum allowed by federal law.

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

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

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

Section 31.2 Life Insurance. The City shall pay for life insurance for each member in the amount of \$100,000, with double indemnity for accidental death.

Section 31.3 Dental Coverage. Dental insurance coverage shall be provided by the City on the same basis as this benefit is provided to non-bargaining unit employees of the City.

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Section 31.4 Vision Insurance. Vision insurance coverage shall be provided by the City on the same basis as this benefit is provided to non-bargaining unit employees of the City.

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

Section 31.6 Premium Contribution. Effective January 1, 2019~~22~~, each member shall contribute 12% of the premium. Premium contribution for dental and vision coverage shall remain at 7% for the duration of this agreement.

ARTICLE 32
NEGOTIATIONS

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

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

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

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

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

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

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

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

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

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

**ARTICLE 33
MISCELLANEOUS ECONOMIC PROVISIONS**

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

Section 33.2 Field Training Officer. A member who serves as a field training officer (**FTO**) for bargaining unit members shall receive **one hour of straight time pay for every eight (8) hours as an FTO; one and a half (1.5) hours straight time pay for every twelve (12) hours as an FTO; or if the member serves less than eight (8) hours but more than four (4) hours as an FTO, he or she shall receive .5 hours of straight time pay.** ~~a pay differential for each hour of training time spent with the trainee. Effective January 1, 2012, this pay differential shall be \$2.50 per hours.~~

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

Section 33.4 Purchase of Service Handgun. A member who honorably retires from active duty may purchase his/her service handgun from the Division of Police and shall be entitled to receive a **RETIREMENT ID badge signifying the member's retired status.** The cost of the service handgun shall be \$1.00. A member who retires, is reinstated and retires a second time, shall not be eligible to purchase his/her service handgun nor be entitled to receive a second badge.

TO BE ELIGIBLE FOR THE HANDGUN PURCHASE, THE MEMBER MUST RETIRE UNDER PFPF WITH AT LEAST 25 YEARS OF SERVICE OR HAVE AT LEAST 15 YEARS OF SERVICE AND A SERVICE-CONNECTED DISABILITY RETIREMENT.

If a member is marked-off for a stress-related or psychological condition at the time of his/her retirement, he/she will not receive his/her service handgun and/or badge, unless the member provides the Division of Police with a statement within ninety (90) days of the member's retirement from a psychiatrist or licensed psychologist that the member is

competent to receive his/her service handgun and/or badge. If such a statement is provided to the Division within ninety (90) days of the member's retirement, the member shall be given the opportunity to purchase his/her service handgun and/or shall receive his/her badge.

If a member retires while under a pending administrative investigation for alleged critical misconduct, the Chief of Police shall determine whether the badge and gun will be permanently withheld. The reasonableness of that decision shall be subject to the Grievance Procedure.

ARTICLE 34 WAIVER IN CASE OF EMERGENCY

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

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

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

ARTICLE 35 FAMILY LEAVE

Section 35.1 Family and Medical Leave.

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

2025-2027 Tentative Agreement between FOP, Capital City Lodge No. 9 and City of
Reynoldsburg- Patrol Officer

3. Because of a serious health condition that makes the member unable to perform his/her employment functions.
4. A qualifying exigency relating to an immediate family member's call to active duty in the military.

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

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

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

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

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

ARTICLE 36 LIGHT DUTY

Section 36.1 Light Duty.

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

2025-2027 Tentative Agreement between FOP, Capital City Lodge No. 9 and City of
Reynoldsburg- Patrol Officer

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

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

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

**ARTICLE 37
DURATION**

Section 37.1 Duration. The provisions of this Contract are effective January 1, 2022~~5~~ except where otherwise indicated, and remain in full force and effect through December 31, 2024~~7~~.

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

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

2025-2027 Tentative Agreement between FOP, Capital City Lodge No. 9 and City of
Reynoldsburg- Patrol Officer

SIGNATURE PAGE

Signed and dated this _____ day of _____, 2022.

FOR THE CITY OF REYNOLDSBURG

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

Joseph Begeny, Mayor

Brian Steel, Lodge President

Curtis Baker, Chief of Police

Officer Bradley Cline,
FOP Team Member

Christopher Shook, City Attorney

Officer Michael Loyszczyk,
FOP Team Member

Marc A. Fishel, Labor Counsel

Officer Kevin McCrady,
FOP Team Member

Officer Gerald Ward,
FOP Team Member

Brian Toth, Lodge Liaison

Lathan J. Lipperman, Lodge Attorney

Appendix A – Health Insurance Wellness Program

The current wellness program referenced in Article 31 consists of the following components:

1. Register for the program (which can be accessed through the Wellness Portal in the member's account at <https://medmutual.com>);
2. Complete the online health assessment questionnaire;
3. Complete a Biometric Screening (see below); and
4. Watch a preventative care video.

Currently, the biometric screening is offered twice a year such that the member may complete the screening on City premises during working hours. Alternatively, the biometric screening may be scheduled with a third-party lab. Available lab locations can be found within the Wellness Portal or through Human Resources.

The wellness program components outlined above may be modified provided the City also requires such modifications of non-bargaining unit employees and provides notice to the Union at least sixty (60) days prior to implementation.

Memorandum of Understanding

The City of Reynoldsburg (City) and the Fraternal Order of Police, Capital City, Lodge 9 (FOP) have agreed to the following:

1. The collective bargaining agreement (CBA) at Section 21.1 sets forth the definition of a workweek as including forty (40) hours based on five (5) consecutive eight (8) hour workdays and two (2) regularly scheduled days off except as provided in 21.2 of the CBA.
2. 21.2 of the CBA provides that the Chief may authorize a ten (10) hour workday as including a forty (40) hour workweek with four (4) ten (10) hour workdays with three (3) regularly scheduled days off.
3. For the ~~2025~~ **through the 2028** annual shift bid, the parties agree that a work period (two weeks) may also include twelve (12) hour shifts as follows: the work period shall consist of fourteen (14) calendar days and eighty (80) hours based on **the following consecutive days:** three (3) workdays of twelve (12) hours; four (4) regularly days off and four workdays including three twelve (12) hour days and one (1) eight (8) hour day with three (3) regularly scheduled days off.
4. All hours in paid status in excess of the scheduled workday or eighty (80) hours in any work period shall be compensated at the overtime rate of pay or compensatory time at the member's option and subject to the compensatory time bank maximum accruals outlined in Section 21.5.
5. The Chief may alter days off as prescribed in Section 21.6 of the CBA. Members working a 12-hour schedule may be required to convert to a five (5) day, eight (8) hour workweek for the purpose of schooling, training, sick leave, or injury leave relief. On workdays in which training is scheduled for less than 12 hours and the member is scheduled to work 12 hours, the member may choose to (i) submit vacation, compensatory time, or holiday time to fulfill the 12-hour shift; (ii) work the hours abutting the beginning or end of the training day to fulfill the 12 hour-shift; or (iii) temporarily modify the member's scheduled hours during the work period to make up the difference in hours.
6. Nothing in this MOU affects the City's right to bid eight (8) or ten (10) hour shift subject to the requirements of Section 21.1 or 21.2.
7. All provisions in the collective bargaining agreement remain in effect unless otherwise altered by the MOU.
8. Holiday Pay:

2025-2027 Tentative Agreement between FOP, Capital City Lodge No. 9 and City of
Reynoldsburg- Patrol Officer

- A. Any member required to work on a holiday listed in Section 22.1 shall be paid at the applicable overtime hourly rate for all hours worked on the holiday, in addition to either eight (8) hours holiday pay at the straight-time rate if the member is regularly scheduled to work an eight (8) hour shift on such day or twelve (12) hours holiday pay at the straight-time rate if the member is regularly scheduled to work a twelve (12) hour shift on such day.
 - B. If a holiday falls on a member's scheduled day off the member shall be entitled to eight (8) hours holiday pay at the straight time rate.
 - C. If a holiday occurs when a member is on paid leave, the member will be entitled to either eight (8) hours holiday pay at the straight time rate if the member is regularly scheduled to work an eight (8) hour shift on such day or twelve (12) hours holiday pay at the straight time rate if the member is regularly scheduled to work a twelve (12) hour shift on such day. No charge will be made against the leave accumulation.
9. ~~The MOU shall expire on October 31, 2025 or until 12-hour shift terms are incorporated into the 2025 CBA. To that end, the Parties acknowledge that the annual shift bid is scheduled for the first half of November, 2024, likely before the parties have finished negotiating a successor collective bargaining agreement. Accordingly, the parties agree nothing herein prevents either party from proposing to either incorporate the terms of this MOU into the agreement or proposing changes to the terms of this MOU as part of such incorporation.~~

Subject to the provisions of Article 21, this MOU shall be in effect until the expiration of the current agreement between the parties. Should the terms of the agreement be extended, this MOU shall coincide with such extension.

**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: November 25, 2024

RE: An Ordinance Authorizing the Mayor to Enter into a Contract with Compton Construction for Design and Installation Service Using America Rescue Plant Act Funds for a City Hall Entry Vestibule, Appropriating Funds, and Declaring an Emergency

APPROVALS:

Joe Begeny
Stephen Cicak
Chris Shook
Mollie Prasher

EMERGENCY:

Two Read Emergency

REASON FOR EMERGENCY:

America Recovers Act Funds must be spent prior to December 31st or they will be returned to the Federal Government. A Two Read emergency will allow the Auditors Office time to properly file all reports prior to deadline.

STAFF REPORT:

The City of Reynoldsburg has determined the need for an entry vestibule in the Reynoldsburg City Hall. The cost will be allocated from the the unused American Rescue Plan Act funding for \$85,255.58.

An Ordinance Authorizing the Mayor to Enter into a Contract with Compton Construction for Design and Installation Service Using America Rescue Plant Act Funds for a City Hall Entry Vestibule, Appropriating Funds, and Declaring an Emergency

WHEREAS, the Mayor has determined the need for an entry vestibule in City Hall; and

WHEREAS, the funds for the delivery and installation work will be provided through the unused American Rescue Plan Act funding; and

WHEREAS, the cost for the installation of these improvements is \$85,255.58.

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 Compton Construction for design and installation of an entry vestibule at Reynoldsburg City Hall for a cost of \$85,255.58.

SECTION 2. That an amount of \$85,255.58 be appropriated from the unappropriated America Rescue Plan Act fund (206) to account number 206.000.5659 Miscellaneous Infrastructure.

SECTION 4. This Ordinance is deemed to be an emergency in order to distribute funding prior to the December 31, 2024 deadline; wherefore, upon passage by Council and signature of the Mayor, this Ordinance will be in effect.



14-November-2024

Project Owner:
City of Reynoldsburg

Project Name:
City of Reynoldsburg-Reception Desk

Project Address:
7232 East Main Street
Reynoldsburg, OH 43068

Summary

We are pleased to present our proposal for the reception desk for the city of Reynoldsburg at 7232 East Main Street, Reynoldsburg, OH 43068. This proposal is based upon drawings dated 28-Aug-2023 by OHM Advisors. Please review our details and provide comments as needed:

- Based on an anticipated mobilization date of Quarter One in 2025.
- Assumed use of Compton Construction contract (similar to American Institute of Architects AIA A105 contract) with deposit and monthly progress Billing Net 10, billed for work completed in the previous month.
- This project has been designed with the following Architectural and Engineering Partners. (OHM Advisors, Prater Engineering Associates, and the city of Reynoldsburg, OH)
- We have engaged with the Architect and Engineer that did the original buildout to design the buildout for this project. (OHM Advisors, Prater Engineering Associates, and the city of Reynoldsburg, OH).

Schedule

This bid is based upon a single-phase construction schedule lasting a total of one to two months (1-2 Months). Upon approval we will provide a complete Microsoft Projects Construction Schedule that includes submittal lead times based on current lead times presented to us by our likely subcontractors.

When awarded the project, we will work with our chosen subcontractors to present any additional options to expedite or otherwise reduce the construction schedule and lead times. We can also perform Value Engineering on materials/equipment by utilizing alternates or otherwise using contingency to expedite ordering.

Item Description	Estimated Value
GENERAL CONDITIONS	\$ 13,496.00
EXISTING CONDITIONS	\$ 450.00
DOORS & WINDOWS	\$ 2,500.00
FINISHES	\$ 11,650.00
FURNISHINGS	\$ 34,770.00
ELECTRICAL	\$ 6,695.00
COMPTON FEE	\$ 5,217.08
Total	\$ 74,778.08
ELECTRIC ALTERNATE	\$ 10,477.50
Alternate Total	\$ 85,255.58

General Requirements

- Architecture, Structural Engineering, and MEP Engineering are provided by The City of Reynoldsburg through their design partner, OHM Advisors and Prater Engineering Associates.
- Permitting by Others.
- Office Expenses related to mobilization, printing, first aid and close out.
- Provide general cleaning of jobsite through the construction process and final cleaning.
- Provide project management and site supervision for the new desk build-out.
- Normal working hours are based on 1-2 month turnaround time for shopwork and construction on site.
- No Prevailing Wage Rates.

Existing Conditions

- Provide dumpsters on site.
- General Demolition Services and Labor as required.
- Based on 176 Square Feet working area.

Doors & Windows

- Provide (1) prefinished red oak door with a black sliding track. Hardware includes dark bronze ladder pull and lock.
- Provide (1) prefinished red oak door with a black sliding track. Hardware includes dark bronze ladder pull and lock.

Finishes

- Paint drywall to match existing finish
- Stain and finish wood trim
- Build new metal stud and drywall partition to the underside of the existing header as per plans.
- Provide a 2x4 at the head of the opening for the sliding track.

- Provide (1) drywall wrapped opening as per plans.
- Provide low wall framing and rough plywood as per plans.
- Furnish and Install 1-3/4" x 4-1/2" storefront framing with 1/4" clear tempered glass.
 - Finish to be clear anodized or dark bronze anodized.
 - Top horizontal to run through across the frames to secure framing.

Furnishings

- Furnish and Install 1-3/4" x 4-1/2" storefront framing with 1/4" clear tempered glass.
 - Finish to be clear anodized or dark bronze anodized.
 - Top horizontal to run through across the frames to secure framing.
- Custom Reception Desk with 2X Wood Framing
- Interior Walls Clad with Plastic Laminate (Wilsonart – Madagascar 7944K-01)
- Solid Surface Work Desk (Corian – Venaro White) at 1-1/2" thick, supported by In-Wall Concealed Counter Brackets
- Solid Surface Transaction Tops with Waterfall Front Faces
- Two (2) Inset Niches in S.S. Faces w/ Solid Maple Logo Cutout
 - Stained to Match PL-1
- Wood Slat Feature on Three (3) Faces with Solid 1x2 Maple
 - Stained to Match PL-1

Electrical

- Includes permits and inspections.
- Assumes power and data can be run through the new wall into the millwork.
- Electrical branch circuitry, lighting, and data for new reception desk per prints dated 8/28/23

Alternate 1 (Electric Alternate)

- Electrical branch circuitry, lighting, and data for new reception desk per prints dated 8/28/23
- Concrete cutting and pour back included.

Thank you for the opportunity to work on this Reception Desk Proposal.

Sincerely,



Bob Compton
Preconstruction/Production Assistant
Cellphone: (740) 417-1832
Email: bobcompton@comptonllc.com



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: November 25, 2024

RE: A Resolution Authorizing the City Auditor to Remove Equipment from the City's Fixed Asset List for the Parks and Recreation Department

APPROVALS:

Joe Begeny
Stephen Cicak
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

The removal of items from the fixed asset list is necessary due to issues such as rust and wiring, as well as the fact that the cost of repairs exceeds the current value of these assets. These items will be auctioned through GovDeals or disposed of appropriately.

Fixed Asset Tag Number:	1241	International Trailer VIN : 1ZFUF1824RB0021999
	1242	200 Gallon Water Trailer Serial Number: 58WE0180
	1342	Lely HR Fertilizer Spreader Serial Number: 10212-

1736

A RESOLUTION AUTHORIZING THE CITY AUDITOR TO REMOVE EQUIPMENT FROM THE CITY'S FIXED ASSET LIST FOR THE REYNOLDSBURG PARKS AND RECREATION DEPARTMENT

WHEREAS, the City of Reynoldsburg Parks and Recreation Department is requesting the disposal of two trailers and a fertilizer spreader; and

WHEREAS, the trucks being removed will be auctioned on GovDeals or, if not sold, disposed of for scrap/parts.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF

REYNOLDSBURG, OHIO:

SECTION 1. That the City Auditor be and is hereby authorized and directed to remove the following item from the City's Fixed Asset list:

<u>Tag #</u>	<u>Description of Item</u>	<u>VIN</u>
1241	international Trailer	1ZFUF182RB0021999
1242	Water Trailer	58WE0180
1342	Lely HR Fertilizer Spreader	10212-1736

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 25, 2024

RE: An Ordinance Directing the Auditor's Office to Appropriate Funding for Streetscape Tree Removal and Replanting, and Declaring an Emergency

APPROVALS:

Joe Begeny
Stephen Cicak
Chris Shook
Mollie Prasher

EMERGENCY:

Single-read Emergency

REASON FOR EMERGENCY:

Grant Expiration Date

STAFF REPORT:

Requesting \$61,347.70 be unappropriated from the America Rescue Plan Act, fund account number 260.000.5659.

An Ordinance Directing the Auditor's Office to Appropriate Funding for Streetscape Tree Removal and Replanting, and Declaring an Emergency

WHEREAS, it has been determined that many streetscape trees along East Main Street and Taylor Road have been damaged and need to be replaced; and

WHEREAS, the funds for the tree removal will be provided through the unused America Rescue Plan Act funding; and

WHEREAS, the cost for the design of these improvements is \$61,347.70.

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

SECTION 1. That the Auditor's Office is directed to appropriate \$61,347.70 from the

unappropriated America Rescue Plan Act fund account number 206.000.5659 Miscellaneous Contracts.

SECTION 2. This Ordinance is deemed to be an emergency in order to distribute funding 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 25, 2024

RE: An Ordinance to Approve the Final Plat Plan for the M/I Homes Development at Spring Hill Farm Phases 4A, 4B, and 5

APPROVALS:

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

**AN ORDINANCE TO APPROVE THE FINAL PLAT PLAN FOR THE M/I HOMES
DEVELOPMENT AT SPRING HILL FARM PHASES 4A, 4B & 5**

WHEREAS, Matt Kirk of EMH&T, has submitted the Spring Hill Farm final plat for Section 4, Parts A & B and Section 5 for approval of 124 lots; and

WHEREAS, the Planning and Zoning Board met on November 7, 2024 to review and approve the additional development plan for Spring Hill Farm, Section 4, Parts A & B and Section 5.

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

SECTION 1: That Phases 4 & 5 Plat for Spring Hill Farm, particularly described as follows, be approved:

Situated in the State of Ohio, County of Franklin, City of Reynoldsburg, and in Section 5, Township 16, Range 20, Refugee Lands, containing 124 lots being comprised of a part of the tract of land conveyed to M/I HOMES OF CENTRAL OHIO, LLC.

SECTION 2: That the City Engineer has certified Spring Hill Farm meets all requirements.

SECTION 3: That said plats for Spring Hill Farm are attached as Exhibit A and are made a part herein.

SECTION 4: That upon adoption by Council, this Ordinance shall be in effect thirty days following signature by the Mayor.



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: November 25, 2024

RE: An Ordinance to Repeal and Replace Chapter 953 Water Charges of the Code for Ordinances for the City of Reynoldsburg, Ohio, and Declaring an Emergency

APPROVALS:

Joe Begeny
Chris Shook
Mollie Prasher

EMERGENCY:

3 read emergency

REASON FOR EMERGENCY:

in order to meet the January 1, 2025 effective date

STAFF REPORT:

The City of Columbus is raising water rates by 7%. The City of Reynoldsburg will not be increasing water rates above the 7% increase from Columbus. The general chapter is also be rewritten to address policy and procedural issues.

AN ORDINANCE TO REPEAL AND REPLACE CHAPTER 953 WATER CHARGES OF THE CODE OF ORDINANCES FOR THE CITY OF REYNOLDSBURG, OHIO, AND DECLARING AN EMERGENCY

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

SECTION 1. That Chapter 953 Water Charges of the Code of Ordinances for the City of Reynoldsburg be and is hereby repealed and replaced with Exhibit A.

SECTION 2. That this Ordinance shall be effective as of January 1, 2025 and declared as an emergency in order to meet the effective date following adoption by Council and the signature by the Mayor.



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: November 25, 2024

RE: An Ordinance to Amend Chapter 958 Stormwater Charges, Section 958.06 Equivalent Residential Unit (ERU) of the Codified Ordinances for the City of Reynoldsburg, and Declaring an Emergency

APPROVALS:

Joe Begeny
Chris Shook
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

An Ordinance to Amend Chapter 958 Stormwater Charges, Section 958.06 Equivalent Residential Unit (ERU) of the Codified 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 958.06 Equivalent Residential Unit Assignment of Chapter 958 Stormwater Charges of the Codified Ordinances for the City of Reynoldsburg be and is hereby amended to read as follows:

958.06 EQUIVALENT RESIDENTIAL UNIT ASSIGNMENT.

For the purpose stated in this chapter, there is hereby charged to each Utility user and property, lot, parcel of land, building or premises (collectively "properties") situated within the corporate limits of the City that is tributary directly or indirectly to the stormwater system - Utility Service Charges determined, as provided in this section.

All properties having impervious areas within the City shall be assigned an Equivalent

Residential Unit (ERU), or a multiple thereof, which will be at a minimum one ERU.

All improved single-family residential properties are assigned one ERU. A flat rate will apply to all single-family residential properties. All improved single-family residential properties are determined to include impervious areas typical of a single-family residence.

All properties having an impervious area which are not improved single-family residential properties are to be assigned by the City Engineer an ERU multiple based upon the properties' estimated impervious areas (in square feet) divided by 2,530 square feet (one ERU). This division will be calculated to the second decimal place and rounded according to mathematical convention to the nearest whole ERU.

The Utility Service Charge is six dollars and fifty-eight (\$6.58) per month per Equivalent Residential Unit (ERU) which shall be effective from and after January 1, 2025.

SECTION 2. That existing Section 958.06 of Chapter 958 Stormwater Charges be and is hereby repealed and replaced.

SECTION 3. That this Ordinance is deemed to be an emergency to meet the effective January 1, 2025, following adoption by Council and the signature by the Mayor.



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: November 25, 2024

RE: An Ordinance Authorizing the Mayor to Accept Public Infrastructure Associated with the Eastwood Reserve Phase I Subdivision

APPROVALS:

Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

AN ORDINANCE AUTHORIZING THE MAYOR TO ACCEPT PUBLIC INFRASTRUCTURE ASSOCIATED WITH THE EASTWOOD RESERVE PHASE 1 SUBDIVISION

WHEREAS, Eastwood Reserve Phase I has been platted and recorded with the Licking County Auditor and the as-built Civil Engineering plans have been reviewed and approved by the City's selected engineering firm; and

WHEREAS, that all public infrastructure associated with Eastwood Reserve Phase I 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: 12

Linear Feet of Sanitary Sewer: 8" pipe 2,530 linear feet
10" pipe 366 linear feet
12" pipe 302 linear feet

	15" pipe 294 linear feet
Linear Feet of Domestic Water:	8" pipe 776 linear feet 12" pipe 3,223 linear feet
Linear Feet of Storm Sewer:	12" pipe 1,311 linear feet 15" pipe 768 linear feet 18" pipe 722 linear feet 24" pipe 946 linear feet 30" pipe 589 linear feet 36" pipe 739 linear feet 42" pipe 424 linear feet
Street Lights:	26
Pavement:	1/25 miles

Miscellaneous items including regulatory signage and posts: street signs, leisure paths, pocket parks, etc.

SECTION 2. That a one year Maintenance Bond has been provided by AHM Development GC, LLC to the City of Reynoldsburg as described above in the amount of \$597,921.92.

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 25, 2024

RE: An Ordinance Authorizing the Mayor to Accept the Columbus Metropolitan Library (Reynoldsburg Branch) Project

APPROVALS:

Mollie Prasher
Joe Begeny
Chris Shook

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

AN ORDINANCE AUTHORIZING THE MAYOR TO ACCEPT THE COLUMBUS METROPOLITAN LIBRARY (REYNOLDSBURG BRANCH) PROJECT

WHEREAS, The Columbus Metropolitan Library owns the property located at 1402 Brice Road (Reynoldsburg Branch), and

WHEREAS, This property been platted and recorded with the Franklin County Auditor and the as-built Civil Engineering plans have been reviewed and approved by the City's selected engineering firm; and

WHEREAS, that all public infrastructure associated with said project 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 project which is now complete, which will be added to City of Reynoldsburg's record plans.

SECTION 2. 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 25, 2024

RE: An Ordinance Authorizing the Mayor to Accept Public Infrastructure Associated with Eastwood Drive and Little Jordan Way

APPROVALS:

Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

AN ORDINANCE AUTHORIZING THE MAYOR TO ACCEPT PUBLIC INFRASTRUCTURE ASSOCIATED WITH EASTWOOD DRIVE AND LITTLE JORDAN WAY

WHEREAS, _____ is the current owner/developer of Eastwood Drive and Little Jordan Way; and

WHEREAS, this subdivision has been platted and recorded with the Licking 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 Eastwood Drive and Little Jordan Way 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:

Linear Feet of Sanitary Sewer:

Linear Feet of Domestic Water:

Linear Feet of Storm Sewer:

Street Lights:

Pavement:

Miscellaneous items including regulatory signage and posts:

SECTION 2. That a one year Maintenance Bond has been provided by _____ to the City of Reynoldsburg as described above in the amount of \$_____.

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 25, 2024

RE: An Ordinance Authorizing the Mayor to Enter into a Contract with Signcom for Design Services to Install Two Informational/Welcome to Reynoldsburg Signs, Appropriating Funds Therefor, and Declaring an Emergency

APPROVALS:

Joe Begeny
Stephen Cicak
Chris Shook
Mollie Prasher

EMERGENCY:

Two Read Emergency

REASON FOR EMERGENCY:

3-read emergency

STAFF REPORT:

America Recovers Act Funds must be spent prior to December 31st or they will be returned to the Federal Government. A Two Read emergency will allow the Auditors Office time to properly file all reports prior to deadline. The City of Reynoldsburg has determined the need for informational/welcome signage in Reynoldsburg in two locations, Livingston Ave and Lancaster Ave. The cost will be allocated from the the unused American Rescue Plan Act funding for \$11,958.00.

An Ordinance Authorizing the Mayor to Enter into a Contract with Signcom for Design Services to Install Two Informational/Welcome to Reynoldsburg Signs, and Appropriating Funds Therefor, and Declaring an Emergency

WHEREAS, the Mayor has determined the need for an Informational/Welcome signage for Reynoldsburg; and

WHEREAS, the funds for the delivery and installation work will be provided through the unused American Rescue Plan Act funding; and

WHEREAS, the cost for the installation of these improvements is \$11,958.00.

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 Signcom Incorporated for the delivery and installation of two Welcome to Reynoldsburg signs at a cost of \$11,958.

SECTION 2. That an amount of \$11,958 be appropriated from the unappropriated America Rescue Plan Act fund (206) 206.000.5659 Miscellaneous Contracts to account number

SECTION 4. This Ordinance is deemed to be an emergency in order to distribute funding 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 25, 2024

RE: An Ordinance to Make Final Appropriations for Expenses and Other Expenditures for the City of Reynoldsburg, State of Ohio, During the Fiscal Year Ending December 31, 2025, and Declaring an Emergency

APPROVALS:

Joe Begeny
Stephen Cicak
Chris Shook
Mollie Prasher

EMERGENCY:

three-read emergency

REASON FOR EMERGENCY:

That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the City and further to have the budget in place on January 1, 2025.

STAFF REPORT:

AN ORDINANCE TO MAKE FINAL APPROPRIATIONS FOR EXPENSES AND EXPENDITURES OF THE CITY OF REYNOLDSBURG, STATE OF OHIO, DURING FISCAL YEAR ENDING DECEMBER 31, 2025, AND DECLARING AN EMERGENCY

WHEREAS, appropriations are required effective January 1, 2025 to provide for the expenses and other expenditures associated with the operation of the City of Reynoldsburg for the fiscal year ending December 31, 2025.

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

SECTION 1: That the following appropriations are hereby made in the General Fund

Department	#	Personal Services (5100)	Supplies (5200)	Services (5300)	Debt (5400)	Other (5500)	Capital Purchases (5600)
TRANSFERS	110						
POLICE	111	14,162,764	595,500	1,429,700			567,000
MECHANIC	290	251,779	143,200	83,500			
PARKS & RECR.	340	1,861,098	427,270	660,036			263,150
SENIOR CENTER	343	200,767	16,450	146,780			
COMMUNITY EVENTS	344	231,533	53,500	656,500			32,000
SERVICE	448	1,182,856	42,500	1,657,200			12,000
BUILDING	479	820,712	18,500	282,500			26,000
MAYOR	522	430,723	1,450	91,700			2,500
CIVIL SERVICE	534	86,185	3,500	41,000			4,000
CITY AUDITOR	545	715,313	6,500	160,667			4,000
CITY ATTORNEY	554	731,002	7,400	155,732			9,000
CITY COUNCIL	571	250,013	2,000	58,950			5,000
DEVELOPMENT	580	536,106	6,250	280,700			5,000
HUMAN RE.	582	243,613	25,500	83,600			3,000
COMPUTER	584		13,250	1,556,260			341,050
CLERK OF COURTS	593	378,957	4,100	90,350			1,000
GENERAL ADMIN.	595	254,275	9,000	1,092,159			34,500
PUBLIC HEALTH	810			415,050			
GENERAL FUND		22,337,696	1,375,870	8,942,384	0	0	1,309,200

SECTION 2. That the following appropriations are hereby made in the following

Fund	#	Personal Services (5100)	Supplies (5200)	Services (5300)	Debt (5400)	Other (5500)	Capital Purchases (5600)	
INCOME TAX	220	149,588	3,000	93,450		1,110,000	750	
COURT COMPUTER	211		15,000	50,500				
STREET	260	909,285	383,500	287,760			503,000	
STATE HIGHWAY	270		77,500	37,850				
COPS IN SCHOOL	282							
LAW ENFORCEMENT	290							
DRUG ENFORCEMENT	291							
SAFETY BELT PROG	292							
DUI/EDUCATION	293							
FEDERAL FORFEITURE	294							
LAW ENFORC/ASST	295							
EDWARD BYRNE	297							
WATER	710	708,751	262,500	7,286,750	516,725		735,000	
WASTEWATER	720	573,901	147,500	7,182,750	344,380		715,000	
STORM WATER	740	359,945	68,600	1,363,820	467,092		250,000	
REFUSE COLL.	750			2,770,000				
PERMISSIVE LIC.	230							
POLICE PENSION	240	350,000				4,500		
SEWER CAPACITY	250							
GENERAL DEBT	310				3,416,866			
S. A. DEBT	320							
TAYLOR SQ. DEBT	330							
EMPLOYEE FUND	690							
JEDD1	941					700,000		
JEDD2	942					150,000		
JEDD3	943					800,000		
JEDD 4	944					250,000		
JEDD 7	947					360,000		
Taylor Sq Tif	970			0		0		
BRICE-MAIN DEBT	971			2,000	0	265,000		
KROGER TIF DEBT	972							
SUMMIT RD TIF #1	973			1,000				
TAYLOR RD TIF #1	974			1,000				
TAYLOR RD TIF #2	975			500				
BROAD STREET TIF	976			3,000				
2018 Main St/Brice RD TIF	977			40,000				
TOTALS		3,051,470	957,600	19,120,380	4,745,063	3,639,500	2,203,750	

SECTION 3. That the income tax revenues shall be appropriated and disbursed pursuant to Ordinance No. 68-17 adopted by Reynoldsburg City Council on July 10, 2017.

SECTION 4. That the unencumbered balances as of December 31, 2024 shall be and are appropriated in the Fiduciary Funds, the Capital Improvement Project Funds, and are credited to the Fiduciary Funds shall be appropriated upon receipt to the proper associated accounts. That the 2024 capital project encumbrances funded by OPWC are reappropriated. The ending balance in the Water and Wastewater CIP revenue accounts prior year shall be appropriated in the general project account for the specific funds to be used later for approved projects.

SECTION 5. That the amounts of public contributions and reimbursements to the City shall be appropriated upon receipt to the proper associated accounts.

SECTION 6. That the amount of \$1,000,000 shall be and is hereby appropriated in the Square School TIEF Fund (970) to comply with the TIF agreement.



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: November 25, 2024

RE: An Ordinance Authorizing the Mayor to Execute a Contract between the City of Reynoldsburg and the Fraternal Order of Police, Ohio Labor Council, Inc. (Dispatchers) for a Period from January 1, 2025 through December 31, 2027, and Declaring an Emergency

APPROVALS:

Joe Begeny
Stephen Cicak
Chris Shook
Mollie Prasher

EMERGENCY:

three-read emergency

REASON FOR EMERGENCY:

in order to meet the December 31, 2024 expiration of the current contract

STAFF REPORT:

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF REYNOLDSBURG AND THE FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC. (DISPATCHERS) FOR A PERIOD FROM JANUARY 1, 2025 THROUGH DECEMBER 31, 2027, AND DECLARING AN EMERGENCY

WHEREAS, the City has successfully completed negotiations with the Fraternal Order of Police, Ohio Labor Council, Inc., representing the full-time employees in the ranks of police officer and dispatchers; and

WHEREAS, the proposed agreement, ratified by the bargaining unit employees, would be effective for the period from January 1, 2025 through December 31, 2027.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Reynoldsburg, Ohio that:

Section 1. The Mayor is hereby authorized to execute the agreement between the City of Reynoldsburg and the Fraternal Order of Police, Ohio Labor Council, Inc. (Dispatchers) attached hereto as Exhibit A and made a part hereof for a period of January 1, 2025 through

December 31, 2026.

SECTION 2. That the Auditor's Office is hereby authorized and directed to issue payment beginning January 1, 2025.

SECTION 3. That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the City and further that the prior contract expired on December 31, 2024, and action by Council is necessary within thirty days of the new contract being submitted; wherefore, upon adoption by Council this Ordinance shall be in effect immediately upon signature of the Mayor.



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: November 25, 2024

RE: An Ordinance Authorizing the Mayor to Execute a Contract Between the City of Reynoldsburg and the Fraternal Order of Police, Capital City Lodge No. 9, for the Period of January 1, 2025 through December 31, 2027, and Declaring an Emergency

APPROVALS:

Joe Begeny
Stephen Cicak
Chris Shook
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF REYNOLDSBURG AND THE FRATERNAL ORDER OF POLICE, CAPITAL CITY LODGE NO. 9, FOR THE PERIOD OF JANUARY 1, 2025 THROUGH DECEMBER 31, 2027, AND DECLARING AN EMERGENCY

WHEREAS, the City has successfully completed negotiations with the Fraternal Order of Police, Capital City Lodge No. 9, representing the full-time employees in the ranks of police officers; and

WHEREAS, the proposed agreement, ratified by the bargaining unit employees, would be effective for the period from January 1, 2025 through December 31, 2027.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Reynoldsburg, Ohio that:

Section 1. The Mayor is hereby authorized to execute the agreement between the City of Reynoldsburg and the Fraternal Order of Police, Capital City Lodge No. 9, attached hereto as Exhibit A and made a part hereof for a period of January 1, 2025 through December 31, 2027.

SECTION 2. That within the Codified Ordinances of Reynoldsburg, Part One - Administrative Code, Title Five, Administrative there is hereby established Chapter 166 entitled Capital City Lodge No. 9, agreement which shall incorporate by reference the provisions of the contract authorized in Section 1 of this ordinance.

SECTION 3. That the Collective Bargaining Agreement between the City of Reynoldsburg and the Fraternal Order of Police, Capital City Lodge No. 9 effective January 1, 2022 be and is hereby repealed and replaced.

SECTION 4. That the effective date of this ordinance shall be January 1, 2025.

SECTION 5. That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the City and further that the prior contract expired on December 31, 2024, and action by Council is necessary within thirty days of the new contract being submitted; wherefore, upon adoption by Council this Ordinance shall be in effect immediately upon signature of the Mayor.



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: November 25, 2024

RE: An Ordinance Authorizing the Mayor to Enter into a Contract with Compton Construction for Design and Installation Service Using America Rescue Plant Act Funds for a City Hall Entry Vestibule, Appropriating Funds, and Declaring an Emergency

APPROVALS:

Joe Begeny
Stephen Cicak
Chris Shook
Mollie Prasher

EMERGENCY:

Two Read Emergency

REASON FOR EMERGENCY:

America Recovers Act Funds must be spent prior to December 31st or they will be returned to the Federal Government. A Two Read emergency will allow the Auditors Office time to properly file all reports prior to deadline.

STAFF REPORT:

The City of Reynoldsburg has determined the need for an entry vestibule in the Reynoldsburg City Hall. The cost will be allocated from the the unused American Rescue Plan Act funding for \$85,255.58.

An Ordinance Authorizing the Mayor to Enter into a Contract with Compton Construction for Design and Installation Service Using America Rescue Plant Act Funds for a City Hall Entry Vestibule, Appropriating Funds, and Declaring an Emergency

WHEREAS, the Mayor has determined the need for an entry vestibule in City Hall; and

WHEREAS, the funds for the delivery and installation work will be provided through the unused American Rescue Plan Act funding; and

WHEREAS, the cost for the installation of these improvements is \$85,255.58.

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 Compton Construction for design and installation of an entry vestibule at Reynoldsburg City Hall for a cost of \$85,255.58.

SECTION 2. That an amount of \$85,255.58 be appropriated from the unappropriated America Rescue Plan Act fund (206) to account number 206.000.5659 Miscellaneous Infrastructure.

SECTION 4. This Ordinance is deemed to be an emergency in order to distribute funding 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 25, 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:

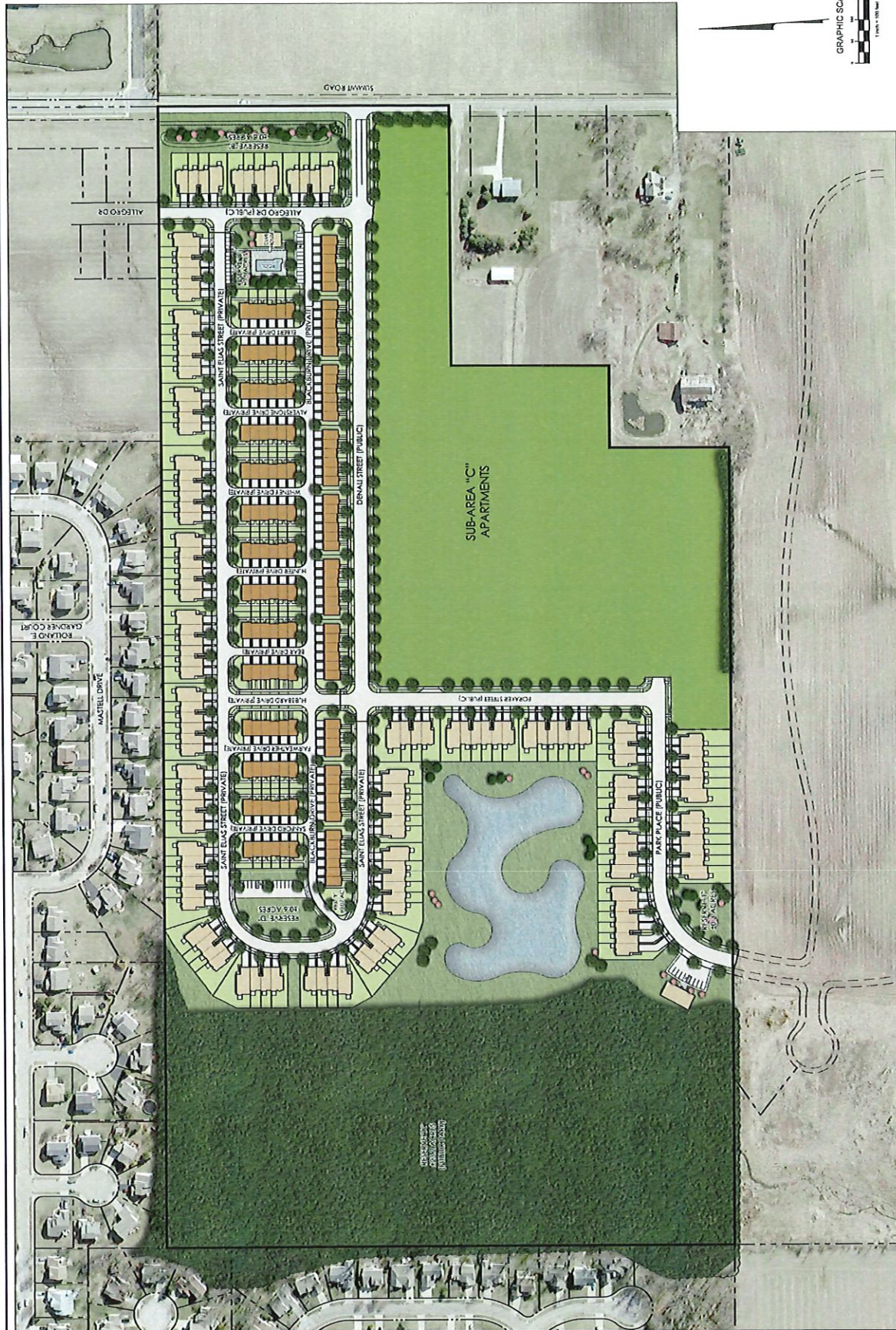


NOTE:
THE WELANDS, STREAMS, AND DRAINAGE FEATURES DEPICTED ON THIS SHEET ARE
PRELIMINARY, AND HAVE NOT BEEN VERIFIED BY THE ARMY CORPS OF ENGINEERS NOR THE
OHIO DPA.



EMH Engineering, Mapping & Hydrology, Inc. 10000 North Main Street, Suite 100 Dayton, Ohio 45424 Phone: (937) 233-1111 Fax: (937) 233-1112 Email: info@emhinc.com	M.I. HOMES 433 North Main Street, Suite 100 Dayton, Ohio 45424 Phone: (937) 233-1111 Fax: (937) 233-1112 Email: info@mihomes.com	CITY OF KENDALDUS, FRANKLIN COUNTY, OHIO PRELIMINARY PLAN FOR SUMMIT CROSSING EXISTING CONDITIONS PLAN	LOCATED IN: LOT 12, SECTION 8, TOWNSHIP 16, RANGE 20 RESCUE LANDS TOWNSHIP OF ENA, COUNTY OF Licking, STATE OF OHIO	DATE: SEPTEMBER 12, 2024	DATE: 2024-09-12
				SCALE: 1"=100'	Sheet: 2/14

PRELIMINARY PLAN FOR SUMMIT CROSSING



EMHT ENGINEERING MECHANICAL & ARCHITECTURE	M I HOMES 4311 Apple Valley Road, Suite 310 Dayton, Ohio 45424 Phone: 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: 2024/09/12	SCALE: 1"=100'	DATE: 14/14	PROJECT: SUMMIT CROSSING
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**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: November 25, 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.

REVISIONS	
NO.	DESCRIPTION
EMH-T Engineering & Mapping, Inc. 10000 E. Main Street, Suite 100 Denver, CO 80231 (303) 751-1000 www.emh-t.com	
M I HOMES 400 West Evans Street, Suite 100 Denver, CO 80202 (303) 733-7744 www.mihomes.com	
CITY OF KENDALLVILLE, KENDALL COUNTY, OHIO FOR SUMMIT CROSSING ILLUSTRATIVE SITE PLAN	
LOCATED IN: LOT 12, SECTION 9, TOWNSHIP 16, RANGE 20 TOWNSHIP OF ENA, COUNTY OF ELKHOFF, STATE OF OHIO	
DATE SEPTEMBER 12, 2024	BY 200/0002
SCALE 1"=100'	DATE 11/14
PREPARED FOR: M I HOMES, CINCINNATI, OHIO	



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 25, 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	\$10.62	Recommended Rate / WD	NO Increase in 2025		2% increase	
			for Reynoldsburg		over Columbus	
Water Rate 2024	\$10.02				1% over Columbus Rate	
Increase from 2024 % Sewer			6.00%	\$11.26	7.00%	8.00%
Increase from 2024 % Water			7.00%	\$10.72	8.00%	9.00%
Based On Average Quarterly Usage			24000		24000	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 25, 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:

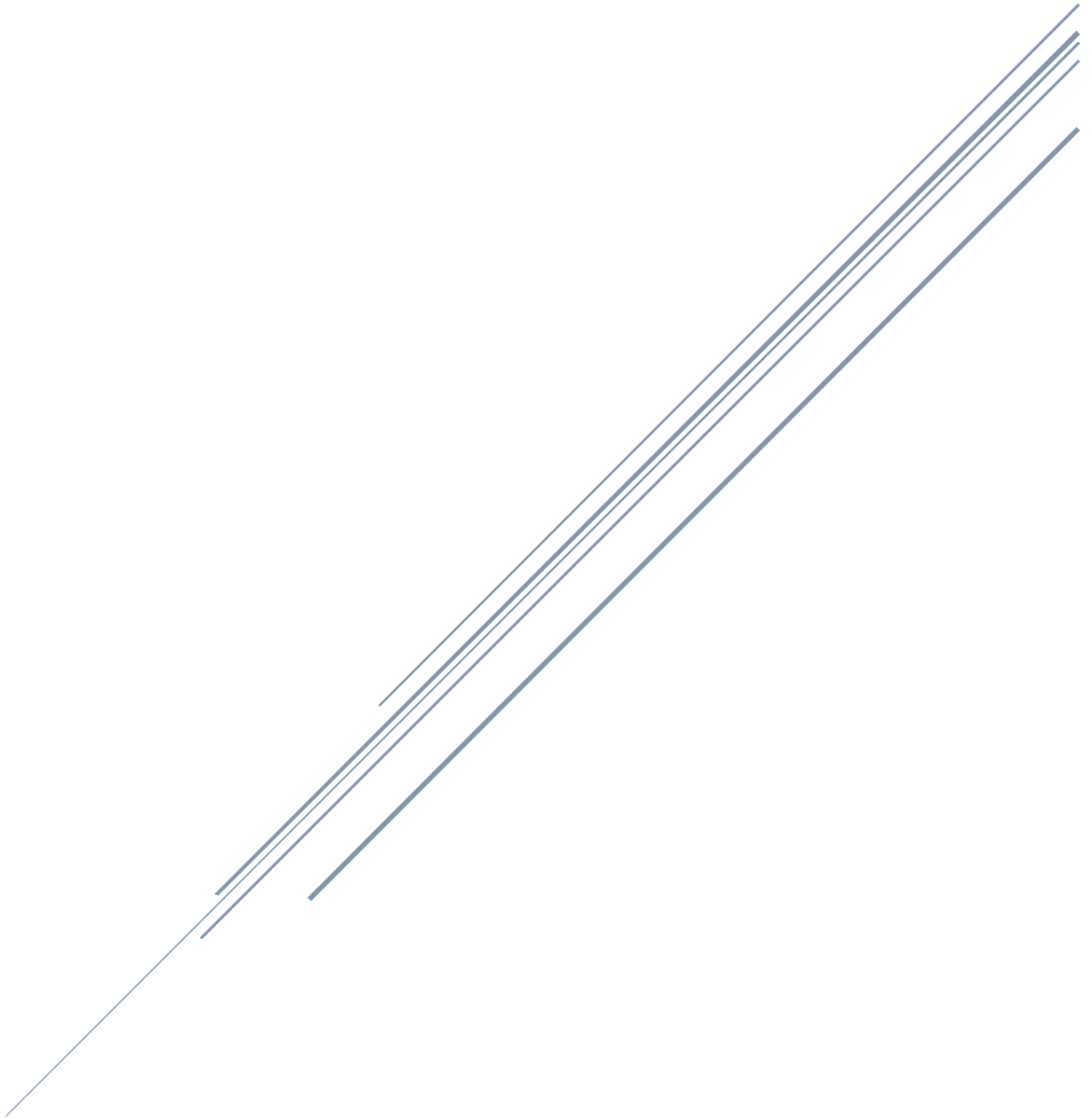
See Exhibit A attached hereto and incorporated herein.

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



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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 the 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 the 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 the 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 the 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 the 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 the 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 the 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 the 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 the 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 the 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 the 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 (Unless covered under the collective bargaining agreement – See Contract)

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 the 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 the 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 the 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 the 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 ~~accruals~~accruals will be as follows:

<u>Length of Service</u>	<u>Hours Earned Each Biweekly Pay</u>
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 ~~accruals~~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 the 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 the 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 the 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 the 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 of 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 House Bill 523 that requires the City of Reynoldsburg as an employer to permit or accommodate an employee's 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 the 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 25, 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 25, 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 of \$28,500.

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 25, 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 25, 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 25, 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 25, 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

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423 Sixth Avenue
Huntington, WV 25701
www.mpe-entertainment.com



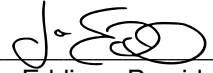
MEDIA PROMOTION ENTERPRISES

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

(304) 697-4222
(800) 788-4006
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