

# Reynoldsburg

OHIO • 1839

Bhuwan Pyakurel, President  
Julie Towns, Ward 1  
Louis Salvati, Ward 2  
Teneah Chambers, Ward 3  
Erin Hill, Ward 4  
Angela Abram, 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](http://www.reynoldsburg.gov)

Mollie Prasher, Clerk of Council  
614-322-6836

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**Monday, April 27, 2026**

**6:30 PM**

**Council Chambers**

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- 1. CALL TO ORDER**
- 2. INVOCATION - Pastor Matthew Stephens of Vineyard Christian Church**
- 3. PLEDGE OF ALLEGIANCE**
- 4. ROLL CALL**
- 5. APPROVAL OF AGENDA**
- 6. APPROVAL OF MINUTES - There are no minutes for approval.**
- 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. MOTIONS**
  - a. A Motion to Approve the Appointment of Members to the Reynoldsburg Board of Tax Review
  - b. A Motion to Appoint Members to the Ward Boundary Commission
- 9. REPORTS**
  - a. **There is no Development, Parks & Recreation Committee meeting.**
  - b. **Public Safety, Law & Courts Committee**
    1. A Resolution Authorizing the Mayor to Enter into a Lease Agreement with Modern Office Methods for a Copier for the Police Department and Waive Competitive Bidding.
    2. A Resolution Authorizing the Mayor to Enter into an Agreement with OSU for Police and Pension Occupational Medical Exams

**c. Public Service & Transportation Committee**

1. An Ordinance Authorizing the Mayor to Enter into a Contract to Purchase and Construct a Greenhouse at the Parks and Public Service Facility, Waive Competitive Bidding, and Declaring an Emergency
2. An Ordinance Authorizing the Mayor to Enter into a Contract with DLZ for the Waggoner Road Phase II Improvement Project (Construction Inspection Services), Appropriating Funds Therefor, and Declaring an Emergency
3. A Resolution Authorizing the Mayor to Enter into a Contract with Pyrotecnico Fireworks Inc. for the 2026 July 4th Fireworks and Waive Competitive Bidding
4. A Resolution Authorizing the Mayor to Enter into a Contract with Lumen Technologies for Fiber Service to the City's Parks/Public Service Facility

**d. Finance & Administration Committee**

1. A Resolution Authorizing the Mayor to Enter into a Lease Agreement with Modern Office Methods for the Administration, Building Department, and Clerk of Council Copiers and Waive Competitive Bidding
2. A Resolution Authorizing the Mayor to Accept a Northeast Ohio Public Energy Council (NOPEC) Energized Community Grant
3. A Resolution Authorizing the Mayor to Sign the Proposed Opioid Litigation Settlement Plan of Claims Against Six Remnant Defendants (Associated Pharmacies, Inc., J M Smith Corporation, Louisiana Wholesale Drug Company, Inc. Morris and Dickson Co. North Carolina Mutual Wholesale Drug Company, Inc., United Foods, Inc.)

**10. RESOLUTIONS - CONSENT AGENDA**

- a. A Resolution Authorizing the Mayor to Enter into a Lease Agreement with Modern Office Methods for a Copier for the Police Department and Waive Competitive Bidding.
- b. A Resolution Authorizing the Mayor to Enter into an Agreement with OSU for Police and Pension Occupational Medical Exams
- c. A Resolution Authorizing the Mayor to Enter into a Contract with Pyrotecnico Fireworks Inc. for the 2026 July 4th Fireworks and Waive Competitive Bidding
- d. A Resolution Authorizing the Mayor to Enter into a Lease Agreement with Modern Office Methods for the Administration, Building Department, and Clerk of Council Copiers and Waive Competitive Bidding
- e. A Resolution Authorizing the Mayor to Accept a Northeast Ohio Public Energy Council (NOPEC) Energized Community Grant
- f. A Resolution Authorizing the Mayor to Sign the Proposed Opioid Litigation Settlement Plan of Claims Against Six Remnant Defendants (Associated Pharmacies, Inc., J M Smith Corporation, Louisiana Wholesale Drug Company, Inc. Morris and Dickson Co. North Carolina Mutual Wholesale Drug Company, Inc., United Foods, Inc.)

- g. A Resolution Authorizing the Mayor to Enter into a Contract with Lumen Technologies for Fiber Service to the City's Parks/Public Service Facility

## **11. CONSENT AGENDA FOR EMERGENCY ADOPTION**

- a. An Ordinance Authorizing the Mayor to Purchase the Rights-of-Way Necessary for the Construction of Waggoner Road Phase II, Appropriate Funds Therefor, and Declaring an Emergency
- b. An Ordinance Providing for the Issuance and Sale of Notes in the Maximum Principal Amount of \$1,550,000, in Anticipation of the Issuance of Bonds, for the Purpose of Paying the Costs of Improving the Municipal Waterworks System, and Declaring an Emergency
- c. An Ordinance Providing for the Issuance and Sale of Notes in the Maximum Principal Amount of \$13,910,000, in Anticipation of the Issuance of Bonds, for the Purpose of Paying the Costs of Improving the Municipal Vehicular Transportation System, and Declaring an Emergency

## **12. CONSENT AGENDA FOR FIRST READING**

- a. An Ordinance Authorizing the Mayor to Enter into a Contract to Purchase and Construct a Greenhouse at the Parks and Public Service Facility, Waive Competitive Bidding, and Declaring an Emergency
- b. An Ordinance Authorizing the Mayor to Enter into a Contract with DLZ for the Waggoner Road Phase II Improvement Project (Construction Inspection Services), Appropriating Funds Therefor, and Declaring an Emergency

## **13. CONSENT AGENDA FOR SECOND READING**

- a. An Ordinance to Amend Chapter 949 Water Regulations of the Codified Ordinances for the City of Reynoldsburg, Ohio
- b. An Ordinance Authorizing the Mayor to Purchase Two Ford Mavericks and Related Equipment for the Reynoldsburg Building and Code Enforcement Department and Waive Competitive Bidding
- c. An Ordinance Authorizing the Mayor to Enter into a Contract with EMH&T for Professional Engineering Services Pertaining to the Evaluation of the City's Water Distribution System
- d. An Ordinance to Amend the Personnel Procedure Manual Regarding Inclement Weather, Short-Term and Long-Term Disability, and Fleet Safety
- e. An Ordinance to Amend Chapter 160, Section 160.02 Authorized Positions, Personnel, Classification and Pay Grade and Section 160.03(b) Supervisory Pay Range

## **14. OTHER COUNCIL MATTERS**

## **15. UPCOMING MEETINGS**

- a. May 7, 2026 Planning & Zoning Board  
May 11, 2026 Council

May 21, 2026 Planning & Zoning Board  
May 25, 2026 Memorial Day City Office Closed  
May 26, 2026 Council **TUESDAY Meeting**

**16. ADJOURNMENT**

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ADJOURNMENT



**STAFF REPORT  
REYNOLDSBURG CITY COUNCIL**

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**DATE:** April 27, 2026

**RE:** A Motion to Approve the Appointment of Members to the Reynoldsburg Board of Tax Review

**APPROVALS:**

Joe Begeny  
Mollie Prasher

**EMERGENCY:**

**REASON FOR EMERGENCY:**

**STAFF REPORT:**

The Board of Tax Review shall consist of three members. Two members shall be appointed by the legislative authority of the City, but such appointees may not be employees, elected officials, or contractors with the City at any time during their term or in the five years immediately preceding the date of appointment. One member shall be appointed by the Mayor. This member may be an employee of the City, but may not be the Director of Finance or equivalent officer, or the Tax Administrator or other similar official or an employee directly involved in municipal tax matters, or any direct subordinate thereof. The term of members of the Board of Tax Review of the City shall be two years. There is no limit on the number of terms that a member may serve if the member is reappointed by the legislative authority. The Board member appointed by the Mayor shall serve at the discretion of the Mayor.

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A Motion to Appoint Members to the Reynoldsburg Board of Tax Review. Council appointees are Mark Hodge and Franklin Davis.



**STAFF REPORT  
REYNOLDSBURG CITY COUNCIL**

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**DATE:** April 27, 2026

**RE:** A Motion to Appoint Members to the Ward Boundary Commission

**APPROVALS:**

Joe Begeny  
Mollie Prasher

**EMERGENCY:**

**REASON FOR EMERGENCY:**

**STAFF REPORT:**

In 2022, the City appointed a Ward Boundary Commission in order to meet compliance guidelines as set by the City's Code following the decennial census. Due to the increase in the Reynoldsburg population, especially in Ward 3, it is necessary for an additional Ward Boundary Commission to meet to review the City's precinct population and determine if new ward boundaries need to be drawn. The Commission shall propose the re-division of the City into four wards of substantially equal population. Their recommendation shall be filed with the Clerk of Council and prepared in ordinance form. Council shall either pass or reject the ordinance in the form submitted by a two-thirds vote, within thirty days after filed with the Clerk.

All wards shall be compact and contiguous and shall be bounded, as far as practical, by county lines, streets, alleys, avenues, public grounds, canals, watercourses, municipal boundary lines, or center lines of platted streets or railroads. Re-division of the City into wards shall not terminate or otherwise affect the unexpired terms of Ward Councilmembers; however, at succeeding elections, Ward Councilmembers shall be elected from the wards as reapportioned or re-established under the approved re-division. The Ward Boundary Commission shall consist of five electors appointed by a majority vote of Council with no more than two members adherent to the same political party and no more than two electors from any ward, with each ward being represented.

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A Motion to Appoint Members to the Ward Boundary Commission — Keith Benner, Les Davies, Heather Graham, Doug Joseph.

**Ward Boundary Commission  
2026**

<b>Name</b>	<b>Address</b>	<b>City</b>	<b>State</b>	<b>Zip</b>	<b>Phone</b>	<b>Email</b>	<b>Ward</b>
Keith Benner	I 1200 Creekside Place	Reynoldsburg	OH	43068	614-204-9392	<a href="mailto:kdbenner21@gmail.com">kdbenner21@gmail.com</a>	<b>3</b>
Les Davies	R 815 Sandrock Avenue	Reynoldsburg	OH	43068	614-364-6201	<a href="mailto:lesdavies30@gmail.com">lesdavies30@gmail.com</a>	<b>2</b>
Heather Graham	D 6390 Welldon Court	Reynoldsburg	OH	43068	614-965-7893	<a href="mailto:heatherpgraham@yahoo.com">heatherpgraham@yahoo.com</a>	<b>4</b>
Doug Joseph	R 9250 Huggins Lane	Reynoldsburg	OH	43068	614-397-0719	<a href="mailto:dougjoseph@juno.com">dougjoseph@juno.com</a>	<b>3</b>
							<b>1</b>
Attorney Chris Shook	7232 East Main Street	Reynoldsburg	OH	43068	614-322-6869	<a href="mailto:chsook@reynoldsburg.gov">chsook@reynoldsburg.gov</a>	
Clerk Mollie Prasher	7232 East Main Street	Reynoldsburg	OH	43068	614-322-6836	<a href="mailto:mprasher@reynoldsburg.gov">mprasher@reynoldsburg.gov</a>	



**STAFF REPORT  
REYNOLDSBURG CITY COUNCIL**

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**DATE:** April 27, 2026

**RE:** A Resolution Authorizing the Mayor to Enter into a Lease Agreement with Modern Office Methods for a Copier for the Police Department and Waive Competitive Bidding.

**APPROVALS:**

Joe Begeny  
Shanette Strickland  
Chris Shook  
Mollie Prasher

**EMERGENCY:**

**REASON FOR EMERGENCY:**

**STAFF REPORT:**

Requesting authorization for the Mayor to enter into a lease agreement with Modern Office Methods, 4747 Lake Forest Drive, Cincinnati, Ohio 45242 for one (1) copier for the Police Department replacing the existing copier. Lease term will be 60 months and the total savings per year is \$2,475.84.

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**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A LEASE AGREEMENT WITH MODERN OFFICE METHODS FOR THE COPIERS FOR THE POLICE DEPARTMENT AND WAIVE COMPETITIVE BIDDING**

WHEREAS, the Reynoldsburg Police Department has two copier units with expiring lease agreements; and

WHEREAS, the Police Department is requesting the renewal of a sixty month lease with Modern Office Methods, for two new copier units.

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 a lease agreement with Modern Office Methods for two (2) copiers for the Police Department with a lease term to of sixty months at total fee of \$30,613.80.

SECTION 2. That pursuant to Reynoldsburg City Code Section 175 competitive bidding is hereby suspended as this vendor is a preferred member.

SECTION 3. That upon adoption by Council, this Resolution shall be in effect immediately following the signature of the Mayor.



**MANSFIELD**



**DAYTON**



**CINCINNATI**



**COLUMBUS**



**PITTSBURGH**

# **BUSINESS TECHNOLOGY OPPORTUNITY**

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**Prepared By:**

Dan Lamatrice

**Positions:**

Senior Account Manager

**Confidential Draft:**

3/12/2026

**Prepared For:**

City Of Reynoldsburg Police Dept

**Attention:**

Cheryl Kristy

**Date:**

3/12/2026

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# PACKAGE PRICING

Canon imageFORCE C5140 (remove Canon B&W from contract)

60 Month Lease Option:

**\$510.23/month**

## Maintenance: Fixed Rate

Includes 1,700 black and 3,100 color with overages billed quarterly at \$.0087 for black and \$.0641 for color

**Current Payment: \$716.55**

## Pricing includes the following:

- All service, parts and labor
- All supplies excluding paper
- Total Satisfaction Guarantee

## Advantages:

- User Training (while under a total care maintenance agreement)
- Ongoing Support from Dedicated Service and Support Team
- Product setup and support



MANAGED  
IT SERVICES



MANAGED  
CYBERSECURITY



MANAGED  
PRINT SERVICES



CLOUD  
SERVICES



IT  
CONSULTING



DOCUMENT  
MANAGEMENT



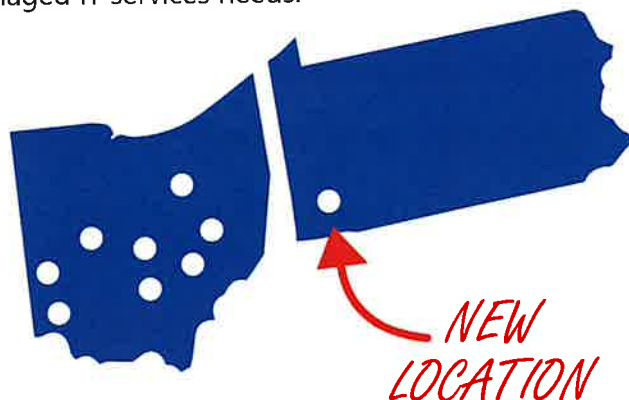
**FAMILY  
OWNED SINCE  
1957**

MOM is a family owned and operated company founded in 1957 by Robert McCarthy. Almost 68 years later, MOM is still family owned and Robert's son Kevin, is the current President & CEO.

MOM has expanded its products and services over the last 67 years and we offer much more to our clients than just copiers and printers. MOM has a team of specialists for all of your production printing, document management, software, managed print, scanning, and managed IT services needs.

## OHIO IS HOME

MOM is everywhere with 9 locations throughout the state of Ohio. The MOM sales and service team is literally right around the corner! In 2024, MOM expanded its locations across state line to Pittsburgh, PA.



## FINANCIALLY STRONG

MOM is financially strong and able to easily adapt with the changing technology and staffing requirements of the industry. With annual revenue of over \$65 million, MOM is here to stay.

### GUARANTEED SATISFACTION

Total Client Satisfaction is our goal. Our company surveys clients after calls and measures our satisfaction levels internally. The Net Promotor Score for MOM is over 90% which is exceptionally high for any industry.

### WE KEEP IT IN-HOUSE

All services are provided in-house. MOM has the ability to deliver, install, connect, train, and bill all of our clients directly. None of the key components of the customer experience are outsourced.

### CONTINUED GROWTH...EVEN DURING COVID

Through the toughest economic times, MOM has been able to maintain all of its employees and keep all of our offices open while steadily growing our core business. Over the past 10 years, MOM has experienced a 57% growth in revenue and a 77% growth in machines in our territory. We've also increased our workforce by 15% over the past 5 years and continued to add to our staff during the pandemic. We've also expanded our footprint throughout Ohio by added 5 office locations over the past 10 years in some of our more rural territories.

## OUR MISSION

PASSION TO PROVIDE EXCEPTIONAL SERVICE FOR EXCEPTIONAL RESULTS

**CALL US: 800.345.3888**  
**momnet.com**

# AWARD WINNING SERVICE

## OUR TEAM

OUR CERTIFICATIONS  
+  
EXPERIENCED PERSONNEL  
+  
AWARD-WINNING SERVICE TEAM  
=

**THE BEST IN THE BUSINESS WORKING FOR YOU**

Modern Office Methods (MOM) provides you the most knowledgeable and experienced service team in Ohio

Ricoh recognizes that it has partnered with the Dealer Network in the industry and they reward the "Best of the Best". MOM has been recognized as a RFG Circle of Excellence authorized service dealership three times. This program is designed to recognize dealers who provide outstanding service and support in accordance with Ricoh's guidelines and MOM has exceeded the requirements of the RFG circle of Excellence Program in the following areas:

**Phase 1** - Service Engineer Skills Assessment (Prestige)

**Phase 2**- Service Operations Assessment which includes the following:

- Use of Genuine Ricoh Parts and Supplies
- Hardware & Solutions Training
- Relevant Industry Certifications
- Service Organization Structure
- Field Staff & Help Desk Productivity & Efficiency Measures
- Customer Satisfaction Measurement Process & System
- Effective Utilization of Ricoh Resources
- Business Plan Management & Process Improvement

**CALL US: 800.345.3888**  
**momnet.com**



### OUR TEAM HIGHLIGHTS

**41**

Technicians participate in Ricoh assessments

**26**

Individual technicians achieved Prestige Certification on at least 1 assessment

**21**

Hardware Prestige Certifications were achieved

**9**

Technology Certifications were achieved

**4**

Prestige Elite Certifications were achieved (Technicians that achieved both Hardware & Technology)



# OUTSTANDING SERVICE AWARD-WINNING LEGACY



Excellent client support has always been a tradition at MOM and our effort have been rewarded many times in the past. We are a 2-Time imageSource Magazine's Perfect Image Award Winner for Outstanding Service Program. Out of 3,743 independent dealers across the nation, MOM has been recognized multiple times for our commitment to service excellence.

## WHY OUR PROGRAM IS A WINNER...

### CLIENT LOYALTY TEAM

- Client Service Professionals
- Help Desk
  - Immediate support and assistance with minor IT changes
  - Automated meter reads and service information
- Client Loyalty Manager
- Client Advocate
- Issues Promptly Resolved
- Satisfaction Guaranteed
- Client Survey Monitoring
- Account Representatives
- Account Administrator

### QUARTERLY REVIEWS

- Relationship Management
- Review Environment Changes: Fleet Management
- Promotes Idea Sharing
- Optimization of Current Investment

### OUR GUARANTEE

- 60-Day Money Back
- Absolute Satisfaction Replacement
- 98% Equipment Uptime
- Certified On-Site Service
- Free Loaner
- Website Assistance
- Contract Flexibility

### AWARDS

- Canon - Association of Technical Service Professional (ATSP) Certified (in all branches)
- Ricoh - Circle of Excellence Certified
- Ricoh - Dealer Prestige Certified
- 2022 HP US Print Hardware Reseller of the Year
- Canon - Advanced Partner Award Winner

### SERVICE CERTIFICATIONS

- All branches are Canon - Association of Technical Service Professional (ATSP) certified
- Ricoh - Circle of Excellence Certified
- Ricoh - Dealer Prestige Certified
- Canon, Ricoh, HP - certified regional training facility
- HP - various Master Certified technicians

### DEALER & SALES RELATED CERTIFICATIONS

- 2022 - HP US Print Hardware Reseller of the year
- Canon - Advanced Partner Award winner
- All pre and post sale engineers specific to manage print, production solutions and software solutions are manufacturer certified in the solutions we provide

**CALL US: 800.345.3888**  
**momnet.com**



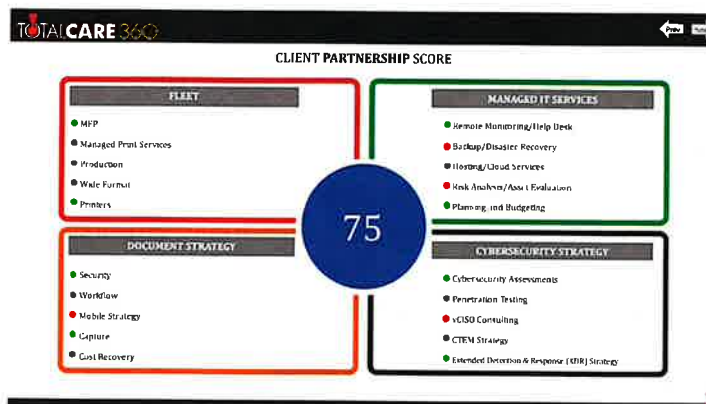
# TOTAL CARE 360

At MOM, we are dedicated to Total Client Satisfaction. In 2017, we launched the new BUSINESS TECHNOLOGY REVIEW (BTR). This review is held at the very least, once a year to make sure MOM is begin as effective as a partner that is possible for you, the client.

The BTR breaks down MOM's EFFICIENCY SCORE. This score measures how well we are doing as a partner. The Efficiency Score covers 4 main areas of our business as a client's site:

*Fleet Management, Service, Managed Documents, and Security*

## EFFICIENCY SCORE



- ✓ **FLEET MANAGEMENT**
- ✓ **SERVICE**
- ✓ **DOCUMENT STRATEGY**
- ✓ **CYBERSECURITY**

## FLEET MANAGEMENT

Looks at all managed and unmanaged device to identify trends that may determine a different strategy for the future. We will review trends in volume, as well as, trends in the black/white to color ration

## SERVICE

Outlines the uptime of your equipment to review any trends over the last 6 months to a year. Service calls are detailed out to identify areas of improvement.

## DOCUMENT STRATEGY

The continual advancements in strategic management have provided many options for securing, storing, and accessing data that can improve uptime performance, reduce cost, and increase efficiency.

## CYBERSECURITY

There are 5 components of our subsidiary, Obviam's cybersecurity services: cybersecurity assessments, penetration testing, vCISO consulting, continuous threat exposure management (CTEM), extended detection and response (XDR).

**CALL US: 800.345.3888**  
**momnet.com**



MOM utilizes the Net Promoter Score to gauge our client's overall satisfaction and loyalty to our organization. The Net Promoter Score is an index rating from -100 to 100 that measures the willingness of customers to recommend a company's products or services to others.



## NET PROMOTER SCORE

Why is the NPS score important to us and more importantly...why is this score important to you?

Asking the ultimate question of "Would you recommend MOM?" allows us to track promoters and detectors, producing a clear measure of our organization's performance through our client's eyes. Our goal is to make all of our clients promoters because then we know their experience merits positive feedback. If we fall short of that mark, our Client Loyalty Manager has processes in place to rectify the situation. We don't see customer service as a department at MOM, but instead an attitude. Our Client Loyalty Manager monitors all feedback and our team is very passionate about providing the best possible experience for our clients. We are proud to say Client Loyalty is Our priority.

## CLIENT LOYALTY MANAGER

MOM's Client Loyalty Manager personally responds to all surveys where the client has indicated they are not satisfied. He listens to the client and creates an action plan to resolve their issue. Following up with the client and internal departments until satisfaction is achieved. They will also follow up months later to confirm resolution...which is referred to as "Closing the Loop".



**CLIENT LOYALTY**  
*IS OUR PRIORITY*

**CALL US: 800.345.3888**  
**momnet.com**

# 100% CLIENT FOCUS



## **60-DAY MONEY BACK GUARANTEE**

On any workgroup system acquired from MOM

## **ABSOLUTE SATISFACTION**

On any workgroup system or we'll replace it with an identical or similar model

## **FREE LOANER**

If your office equipment will be out of service more than 12 working hours

## **TOLL-FREE HELPLINE**

Providing help when you need it

## **WEBSITE ASSISTANCE**

Available for your convenience

## **GUARANTEED PERFORMANCE**

98% Uptime

## **CERTIFIED ON-SITE SERVICE**

Always available during business hours

## **CONTRACT FLEXIBILITY**

Upgrade anytime without pre-payment penalty

**CALL US: 800.345.3888**  
**momnet.com**

# MOM'S TESTIMONIALS



*"WE RECENTLY TRANSITIONED FROM XEROX TO RICOH (MOM) AND IT HAS BEEN A GREAT EXPERIENCE. STAFF IS FRIENDLY, EASY TO GET IN TOUCH WITH A LIVE PERSON FOR SERVICE/SUPPLIES. SERVICE TECHNICIAN ARRIVED WITHIN AN HOUR OF PLACING THE CALL. WOULD HIGHLY RECOMMEND."*

- BARB BOLIN

*"MOM HAS BEEN OUR SERVICE PROVIDER FOR OVER 10 YEARS WITH NO PROBLEMS."*

- MICHAEL D.

*"MOM HAS THE BEST CUSTOMER SERVICE, WHICH SEEMS TO BE RARE THESE DAYS! BETWEEN THE GREAT PRICING AND EXCEPTIONAL CUSTOMER SERVICE, I HIGHLY RECOMMEND MOM!"*

- DEB W.

## HOLISTIC TECH APPROACH

- Single Technology Partner
- 50+ Tech Partners
- Vendor Agnostic
- Professional In-House Team

## CLIENT CENTRIC

- National Awards
- 99.9% Uptime
- Certified Technicians
- Dedicated Account Manager

## PRIVATELY OWNED

- Local Decision Making
- Flexible Programs
- 100% Accountability
- Proven Resolution Process



MANAGED  
IT SERVICES



MANAGED  
CYBERSECURITY



MANAGED  
PRINT SERVICES



CLOUD  
SERVICES



IT  
CONSULTING



DOCUMENT  
MANAGEMENT

# SERVICE YOU CAN COUNT ON

Feel like a customer again with the responsiveness and professionalism of our award-winning service team. We'll keep you up and running with proactive & reactive support by trained & certified technicians you can count on.



**AWARD-WINNING INDUSTRY LEADER**  
Recognized "Best-In-Class" Service Provider USA

**RAPID RESPONSE**  
3.62 Hours Ave / Less than 2 Hour Repair Time / 85% First Call Completion Rate

**AI & REMOTE MONITORING**  
24 X 7 Error Detection Enables Proactive Service & Auto Consumable Replenishment

**100% CERTIFIED TECHNICIANS**  
56 Trained & Experienced Technicians throughout Ohio

**HUGE PARTS INVENTORY**  
90% of Parts in Service Vehicles with 4 Strategic Parts Facilities

**NATIONWIDE SUPPORT & ESCALATION PROCESS**  
Technical Service Representative/ Subject Expert/ 2nd & 3rd Level Support



**OHIO ADDENDUM  
(STATE AND LOCAL GOVERNMENT)  
AGREEMENT #**

Addendum to Agreement # \_\_\_\_\_ and any future supplements/schedules thereto, between City of Reynoldsburg Police Department, as Customer ("Customer") and Modern Office Methods, Inc., as Lessor. The words "you" and "your" refer to Customer. The words "we" and "us" refer to Lessor.

The parties wish to amend the above-referenced Agreement by adding the following language:

If your end-of-term option is the purchase of all Equipment for \$1.00 or \$101.00, the following applies: Notwithstanding anything to the contrary set forth in the Agreement, title to the Equipment shall be in our name, subject to your interest under the Agreement.

The undersigned as Fiscal Officer of Customer hereby certifies as of the date stated below that the amount required to pay Payments and all other amounts required to be paid under the Agreement during the fiscal year in which the Agreement is made have been lawfully appropriated for such purpose and are in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances. ***[This certificate must be signed by the fiscal officer of the Customer per ORS § 5705.41(d).]***

Name	Title	Signature
Shanette Strickland	Fiscal Officer	

**By signing this Addendum, Customer acknowledges the applicable changes noted above are incorporated by reference into the Agreement. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer. In the event of any conflict between the terms and conditions of the Agreement and this Addendum, the terms and conditions of this Addendum shall control. Customer has caused this Addendum to be executed by its duly authorized officer as of the date below.**

**Modern Office Methods, Inc.**  
 \_\_\_\_\_  
 Lessor

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Date

City of Reynoldsburg Police Department  
 \_\_\_\_\_  
 Customer

**X**  
 \_\_\_\_\_  
 Signature

Mayor  
 \_\_\_\_\_  
 Title

4/7/2026  
 \_\_\_\_\_  
 Date

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.





modern office methods

DOCUMENT MANAGEMENT AGREEMENT

APPLICATION NO.

AGREEMENT NO.

4747 Lake Forest Drive • Cincinnati, OH 45242 • Phone: 513.791.0909 • Fax: 513.791.0985

The words "Lessee," "you" and "your" refer to Customer. The words "Lessor," "we," "us" and "our" refer to Modern Office Methods, Inc.

CUSTOMER INFORMATION

Customer information form with fields for Full Legal Name, Street Address, City, State, ZIP, Phone, FAX, Billing Name, Billing Street Address, City, State, ZIP, E-MAIL, and Equipment Location.

EQUIPMENT WITH INDEPENDENT MINIMUMS

Table with columns: MAKE/MODEL/ACCESSORIES, SERIAL NO., MONTHLY PAYMENT\*, B&W IMPRESSIONS INCLUDED / MONTH, COLOR IMPRESSIONS INCLUDED / MONTH, B&W OVERAGES\*, COLOR OVERAGES\*, STARTING METER - B&W, STARTING METER - COLOR.

OR

EQUIPMENT WITH CONSOLIDATED MINIMUMS

Table with columns: MAKE/MODEL/ACCESSORIES, SERIAL NO., STARTING METER - B&W, STARTING METER - COLOR.

Monthly Payment\* \$ 603.80 B&W Impressions Included / Month 1,700 B&W Overages billed at \$ 0.00895 per impression\*
\*plus applicable taxes Color Impressions Included / Month 3,100 Color Overages billed at \$ 0.0688 per impression\*

TERM AND PAYMENT INFORMATION

Term in 60 Months The payment ("Payment") period is monthly unless otherwise indicated. If you are exempt from sales tax, attach your certificate.
METER READINGS VERIFIED: B&W - QUARTERLY COLOR - QUARTERLY See attached Schedule A See attached Billing Schedule

By initiating here, you agree that maintenance and supplies are not included in the Agreement and Paragraph 13 shall not apply to this Agreement.
END OF TERM OPTION
You will have the following option, which you may exercise at the end of the term, provided that no event of default under this Agreement has occurred and is continuing. Fair Market Value means the value of the Equipment in continued use. Purchase all of the Equipment for its Fair Market Value, renew this Agreement, or return the Equipment.

Upon acceptance of the Equipment, THIS AGREEMENT IS NONCANCELABLE, IRREVOCABLE AND CANNOT BE TERMINATED.

LESSOR ACCEPTANCE

Modern Office Methods, Inc. SIGNATURE TITLE DATED

CUSTOMER ACCEPTANCE
BY SIGNING BELOW OR AUTHENTICATING AN ELECTRONIC RECORD HEREOF, YOU CERTIFY THAT YOU HAVE REVIEWED AND DO AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT ON THIS PAGE AND ON PAGE 2 ATTACHED HERETO.

CUSTOMER (as stated above) SIGNATURE TITLE DATED
Mayor 4/7/2026

31-6400909 Joe Begeny
FEDERAL TAX I.D. # PRINT NAME

TERMS AND CONDITIONS

1. AGREEMENT: You agree to lease from us the goods, together with all replacement parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries ("Equipment") and, if applicable, finance certain software, software license(s), software components and/or professional services in connection with software (collectively, the "financed items," which are included in the word "Equipment" unless separately stated) from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as described in this Agreement and in any attached schedule, addendum or amendment hereto ("Agreement"). You represent and warrant that you will use the Equipment for business purposes only. You agree to all of the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes all prior agreements, including any purchase order, invoice, requests for proposal, response or other related document. This Agreement becomes valid upon execution by us. If maintenance and supplies are not included, the first Payment is due 30 days after the start of this Agreement and each Payment thereafter shall be due on the same day of each month (the "Scheduled Due Date") unless a different due date is mutually agreed to by us and you. If any provision of this Agreement is declared unenforceable, the other provisions herein shall remain in full force and effect to the fullest extent permitted by law. (Continued on Page 2)

2. **OWNERSHIP; PAYMENTS; TAXES AND FEES:** We own the Equipment, excluding any Financed Items. Ownership of any Financed Items shall remain with Supplier thereof. You will pay all Payments, as adjusted, when due, without notice or demand and without abatement, set-off, counterclaim or deduction of any amount whatsoever. If any part of a Payment is more than 5 days late, you agree to pay a late charge equal to: a) the higher of 10% of the Payment which is late or \$26.00, or b) if less, the maximum charge allowed by law. The Payment may be adjusted proportionately upward or downward: (i) if the shipping charges or taxes differ from the estimate given to you; and/or (ii) to comply with the tax laws of the state in which the Equipment is located. You shall pay all applicable taxes, assessments and penalties related to this Agreement, whether levied or assessed on this Agreement, on us (except on our income) or you, or on the Equipment, its lease, sale, ownership, possession, use or operation. If we pay any taxes or other expenses that are owed hereunder, you agree to reimburse us when we request. We may charge you a processing fee for administering property tax filings. You agree to pay us an origination fee of up to \$125 for all closing costs. We may apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for insufficient funds, you will pay us a service charge of \$30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

3. **EQUIPMENT; SECURITY INTEREST:** At your expense, you shall keep the Equipment: (i) in good repair, condition and working order, in compliance with applicable laws, ordinances and manufacturers' and regulatory standards; (ii) free and clear of all liens and claims; and (iii) at your address shown on page 1, and you agree not to move it unless we agree in writing. You grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement or any other agreement with us ("Other Agreements"), except amounts under Other Agreements which are secured by land and/or buildings. You authorize and ratify our filing of any financing statement(s) to show our interest. You will not change your name, state of organization, headquarters or residence without providing prior written notice to us. You will notify us within 30 days if your state of organization revokes or terminates your existence.

4. **INSURANCE; COLLATERAL PROTECTION; INDEMNITY; LOSS OR DAMAGE:** You agree to keep the Equipment fully insured against all risk, with us named as lender's loss payee, in an amount not less than the full replacement value of the Equipment until this Agreement is terminated. You also agree to maintain commercial general liability insurance with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. You will provide written notice to us within 10 days of any modification or cancellation of your insurance policy(s). You agree to provide us certificates or other evidence of insurance acceptable to us. If you do not provide us with acceptable evidence of property insurance within 30 days after the start of this Agreement, we may, at our sole discretion, do as provided in either (A) or (B) below: (A) We may secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. In addition, you agree to pay us our standard fees in connection with obtaining such insurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 2% per annum. (B) We charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. **NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT.** We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, renting, manufacture, use, condition, inspection, removal, return or storage of the Equipment. All indemnities will survive the expiration or termination of this Agreement. You are responsible for any loss, theft, destruction or damage to the Equipment ("Loss"), regardless of cause, whether or not insured. You agree to promptly notify us in writing of any Loss. If a Loss occurs and we have not otherwise agreed in writing, you will promptly pay to us the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. Any proceeds of insurance will be paid to us and credited against the Loss. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to a Loss.

5. **ASSIGNMENT: YOU SHALL NOT SELL, TRANSFER, ASSIGN, ENCUMBER, PLEDGE OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent.** You shall not consolidate or merge with or into any other entity, distribute, sell or dispose of all or any substantial portion of your assets other than in the ordinary course of business, without our prior written consent, and the surviving, or successor entity or the transferee of such assets, as the case may be, shall assume all of your obligations under this Agreement by a written instrument acceptable to us. No event shall occur which causes or results in a transfer of majority ownership of you while any obligations are outstanding hereunder. We may sell, assign, or transfer this Agreement without notice to or consent from you. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. **You agree that our assignee will not be subject to any claims, defenses, or offsets that you may have against us.** This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

6. **DEFAULT AND REMEDIES:** You will be in default if: (i) you do not pay any Payment or other sum due to us or you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or fail to perform or pay under any material agreement with any other entity; (ii) you make or have made any false statement or misrepresentation to us; (iii) you or any guarantor dies, dissolves, liquidates, terminates existence or is in bankruptcy; (iv) you or any guarantor suffers a material adverse change in its financial, business or operating condition; or (v) any guarantor defaults under any guaranty for this Agreement. If you are ever in default, at our option, we can cancel this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any remedies available to us under the UCC and any other law and we may require that you immediately stop using any Financed Items. If we take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement and you will be responsible for any deficiency. In the event of any dispute or enforcement of our rights under this Agreement or any related agreement, you agree to pay our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. **WE SHALL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE.** Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-508 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy.

7. **INSPECTIONS AND REPORTS:** We have the right, at any reasonable time, to inspect the Equipment and any documents relating to its installation, use, main tenance and repair. Within 30 days after our request (or such longer period as provided herein), you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. This may include: (i) compiled, reviewed or audited annual financial statements (including, without limitation, a balance sheet, a statement of income, a statement of cash flow, a statement of changes in equity and notes to financial statements) within 120 days after your fiscal year end, and (ii) management-prepared interim financial statements within 45 days after the requested reporting period(s). Annual statements shall set forth the corresponding figures for the prior fiscal year in comparative form, all in reasonable detail without any qualification or exception deemed material by us. Unless otherwise accepted by us, each financial statement shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains. You authorize us to obtain credit bureau reports for credit and collection purposes and to share them with our affiliates and agents.

8. **END OF TERM:** At the end of the initial term, this Agreement shall renew for successive 12-month renewal term(s) under the same terms hereof unless you send us written notice between 90 and 150 days before the end of the initial term or at least 30 days before the end of any renewal term that you want to purchase or return the Equipment, and you timely purchase or return the Equipment. You shall continue making Payments and paying all other amounts due until the Equipment is purchased or returned. As long as you have given us the required written notice, if you do not purchase the Equipment, you will return all of the Equipment to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. **YOU ARE SOLELY RESPONSIBLE FOR REMOVING ANY DATA THAT MAY RESIDE IN THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO HARD DRIVES, DISK DRIVES OR ANY OTHER FORM OF MEMORY.** You cannot pay off this Agreement or return the Equipment prior to the end of the initial term without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the price of the Equipment.

9. **USA PATRIOT ACT NOTICE; ANTI-TERRORISM AND ANTI-CORRUPTION COMPLIANCE:** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each customer who opens an account. When you enter into a transaction with us, we ask for your business name, address and other information that will allow us to identify you. We may also ask to see other documents that substantiate your business identity. You and any other person who you control, own a controlling interest in, or who owns a controlling interest in or otherwise controls you in any manner ("Representatives") are and will remain in full compliance with all laws, regulations and government guidance concerning foreign asset control, trade sanctions, embargoes, and the prevention and detection of money laundering, bribery, corruption, and terrorism, and neither you nor any of your Representatives is or will be listed in any Sanctions-related list of designated persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control or successor or the U.S. Department of State. You shall, and shall cause any Representative to, provide such information and take such actions as are reasonably requested by us in order to assist us in maintaining compliance with anti-money laundering laws and regulations.

10. **MISCELLANEOUS:** Unless otherwise stated in an addendum hereto, the parties agree that (i) this Agreement and any related documents hereto may be authenticated by electronic means; (ii) the "original" of this Agreement shall be the copy that bears your manual, facsimile, scanned or electronic signature and that also bears our manually or electronically signed signature and is held or controlled by us; and (iii) to the extent this Agreement constitutes chattel paper (as defined by the UCC), a security interest may only be created in the original. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you or we executed or authenticated such documents by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or any related documents hereto manually and to send to us the manually signed, duly executed documents via overnight courier on the same day that you send us the facsimile, scanned or electronic transmission of the documents. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. Whenever our consent is required, we may withhold or condition such consent in our sole discretion, except as otherwise expressly stated herein. From time to time, Supplier may extend to us payment terms for Equipment financed under this Agreement that are more favorable than what has been quoted to you or the general public, and we may provide Supplier information regarding this Agreement if Supplier has assigned or referred it to us. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, you are expressly consenting to receiving communications, including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system, from us and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider. You authorize us to make non-material amendments (including completing and conforming the description of the Equipment) on any document in connection with this Agreement. Unless stated otherwise herein, all other modifications to this Agreement must be in writing and signed by each party or in a duly authenticated electronic record. This Agreement may not be modified by course of performance.

11. **WARRANTY DISCLAIMERS:** **WE ARE LEASING THE EQUIPMENT TO YOU "AS-IS."** YOU HAVE SELECTED SUPPLIER AND THE EQUIPMENT BASED UPON YOUR OWN JUDGMENT. IN THE EVENT WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE DOES NOT TAKE RESPONSIBILITIES FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER, AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. **YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, INFRINGEMENT OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS. SO LONG AS YOU ARE NOT IN DEFAULT UNDER THIS AGREEMENT, WE ASSIGN TO YOU ANY WARRANTIES IN THE EQUIPMENT GIVEN TO US.**

12. **LAW; JURY WAIVER:** This Agreement will be governed by and construed in accordance with the law of the principal place of business of Lessor or, if assigned, its assignee. You consent to jurisdiction and venue of any state or federal court in the state of Lessor or, if assigned, its assignee has its principal place of business and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, **BOTH PARTIES WAIVE ALL RIGHTS TO A TRIAL BY JURY.**

13. **MAINTENANCE AND SUPPLIES:** Unless indicated otherwise on page 1, you have elected to enter into a separate arrangement with Supplier for maintenance, inspection, adjustment, parts replacement, drums, cleaning material required for proper operation and toner and developer ("Arrangement"). You agree to pay all amounts owing under this Agreement regardless of any claim you have against Supplier relating to the Arrangement. Supplier will be solely responsible for performing all services and providing all supplies under the Arrangement. You agree not to hold Lessor (if different from Supplier) or any assignee of this Agreement responsible for Supplier's obligations under the Arrangement. As a convenience to you, we will provide you with one invoice covering amounts owing under this Agreement and the Arrangement. If necessary, Supplier's obligations to you under the Arrangement may be assigned by us. You agree to pay a monthly supply freight fee to cover the costs of shipping supplies to you. Each month, you are entitled to produce the minimum number of impressions shown on page 1 for each applicable impression type. Regardless of the number of impressions made, you will never pay less than the minimum Payment. All 11" x 17" impressions will count as two meter impressions per side. You agree to provide periodic meter readings on the Equipment. If you fail to provide meter readings in a timely manner, we, at our discretion, may assess you a meter administration fee for each meter affected. You agree to pay the applicable overage charge for each metered impression that exceeds the applicable minimum number of impressions. Impressions made on equipment marked as not financed under this Agreement will be included in determining your impression and overage charges. At the end of the first year of this Agreement, and once each successive 12-month period thereafter, the maintenance and supplies portion of the Payment and the overage charges may be increased by a maximum of 15% of the existing payment or charge. In order to facilitate an orderly transition, the start date of this Agreement will be the date the Equipment is delivered to you or a date designated by us, as shown on the first invoice. If a later start date is designated, in addition to all Payments and other amounts due hereunder, you agree to pay us a transitional payment equal to 1/30th of the Payment, multiplied by the number of days between the date the Equipment is delivered to you and the designated start date. The first Payment is due 30 days after the start of this Agreement and each Payment thereafter shall be due on the same day of each month.



## Sales and Use Tax Blanket Exemption Certificate

The purchaser hereby claims exception or exemption on all purchases of tangible personal property and selected services made under the certificate from:

Modern Office Methods, Inc.

(Vendor's name)

and certifies that the claim is based upon the purchaser's proposed use of the items or services, the activity of the purchase, or both, as shown hereon:

Government

**Purchaser must state a valid reason for claiming exception or exemption.**

City of Reynoldsburg Police Department

Purchaser's name

Purchaser's type of business

7240 E Main St

Street address

Reynoldsburg, OH 43068

City, state, ZIP code

Signature

4/7/2026

Date signed

Mayor

Title

Vendor's license number, if any

Vendors of motor vehicles, titled watercraft and titled outboard motors may use this certificate to purchase these items under the "resale" exception. Otherwise, purchaser must comply with either rule 5703-9-10 or 5703-9-25 of the Administrative Code. This certificate cannot be used by construction contractors to purchase material for incorporation into real property under an exempt construction contract. Construction contractors must comply with rule 5703-9-14 of the Administrative Code.





# Installation Site Survey

Date: 4/7/2026

## 1. Customer Site Information

Company Name: City of Reynoldsburg Police Department		IT Contact Name: Bryce Link	
Contact Name: Cheryl Kristy		IT Contact Email: blink@kgtechnology.com	
Address: 7240 E Main St		Internal: <input type="checkbox"/> No IT Contact: <input type="checkbox"/> Phone: 614-602-4202 x 115	
City: Reynoldsburg	State: OH	Zip: 43068	Outsourced IT: <input checked="" type="checkbox"/> IT Firm Name: Kirth Group Technology
Phone: 614-322-6932	Email: ckristy@reynoldsburg.gov		
Number of devices to connect: 1		List each unit on page 3	
Stairs? <input type="checkbox"/> YES <input type="checkbox"/> NO	Elevator? <input type="checkbox"/> YES <input type="checkbox"/> NO	Loading Dock? <input type="checkbox"/> YES <input type="checkbox"/> NO	

## 2. Connectivity, Software and Features

<b>Network Environment:</b> <input type="checkbox"/> No Server <input type="checkbox"/> Server OS	<b>Environment OS:</b> <input type="checkbox"/> Windows <input type="checkbox"/> Mac	<b>Scan Setup:</b> <input type="checkbox"/> Scan to Email <input type="checkbox"/> Scan to Folder	<b>Data Access:</b> <input type="checkbox"/> Fax Line w/in 6FT <input type="checkbox"/> Data Line w/in 3FT
Software to be installed? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		Address Book Transfer: <input type="checkbox"/> YES <input type="checkbox"/> NO	
Describe:		SMTP Require Authentication*: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
Fiery: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
If SMTP Authentication is required username and password must be provided at installation.			

## 3. FAX Settings

FAX Forwarding to Folder: <input type="checkbox"/> YES <input type="checkbox"/> NO	FAX Forward to Email: <input type="checkbox"/> YES <input type="checkbox"/> NO
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## 4. Data Collection Agent (DCA)

Modern Office Methods would like to install a DCA on your network so we can more effectively care for your equipment needs. This DCA will send basic MIB data to us which includes equipment information such as meter reads, models, serial numbers and toner levels. This information will allow us to gather your contracted meter data without interfering with the productivity of your employees and will assist us in monitoring the serviceability of your equipment.

DCA Install Approved:  DCA Already Installed:

## 5. Post Installation Training & Additional Information

Contact: Cheryl Kristy	Phone: 614-322-6932	Email: ckristy@reynoldsburg.gov
Special Instructions:		
Sales Rep: Dan Lamatrice		
Other Notes: AP Contact is Jessica Rosenthal - jrosenthal@reynoldsburg.gov - 614-322-6846		

## Client Responsibilities:

Data ports, network drops, network cables, USB/Firewire/Parallel cables, network switches, analog fax ports, fax cables and power receptacles are to be provided by the client.

- Provide a dedicated polarized electrical power outlet.
- Provide a dedicated analog fax line if faxing is required.
- Provide a dedicated active network port and proper cabling.
- Provide adequate space for the equipment meeting the manufacturer's specifications.
- Provide a network administrator on site or have administrator available by phone for installation support and training.

## Network Services and Installation Rates Charge:

Includes hardware set-up/delivery, and installation of print drivers on up to 4 computers per device. Also includes remote support and one additional on-site visit (up to 4 hours) for PRINT, SCAN, and NETWORK FAX issues. Network Services support, renews annually and is billed with your Lease or Service Agreement. Support for customers who have declined these will be billed at MOM's prevailing rate.

## Connectivity Warranty:

Modern Office Methods warrants the connectivity for 30 days. In any instance, even within the 30-day warranty period, the client updates the operating system, upgrades the network server, change network provider and (or) purchases a new workstation, thus requiring additional service(s) connecting the Modern Office Methods device; this service will be billed at a rate of \$150.00 per hour with a 1 hour minimum.

## Software Acknowledgement:

Client hereby acknowledges that it has requested Modern Office Methods to install certain software or hardware products ("the products") on client's computer hardware, peripherals, network hardware, and network software ("the computer"). Client acknowledges that Modern Office Methods has no knowledge or control over the type of software currently on the client's computer or the environment in which it operates some software, including existing software which may contain configurations or algorithms which are incompatible with the products. Client acknowledges that because of these and other factors which are beyond the control of Modern Office Methods, there are risks associated with the installation or service of the products including, without limitations, the risk that the data on the computer may be damaged or deleted. Client acknowledges that it is advisable and the sole responsibility of the client, prior to installation or service of products, to back up all data contained on the computer which the client, in its sole discretion, deems necessary, including, without limitations, all directories, subdirectories and partitions. If any data is damaged or deleted, client is responsible for restoring such data to the computer. In consideration of Modern Office Methods agreeing to perform such installation, client agrees for itself, its employees, agents, successors and assigns from any and all claims, debts, costs, liabilities, expenses, damages, actions and causes of action of service, maintenance, function or use of the products and the actions of any employees or agents of Modern Office Methods related to the installation, maintenance, function, or use of the software or hardware.

Additional Network Support is available through Modern Office Methods and provides network service offerings including computer and network support, internet firewalls, multi-location support, remote access, network installations, troubleshooting services, and project management. Ask your Account Manager for more information.

Customer Representative: \_\_\_\_\_

Date: 4/7/2026

Sales Representative: Dan Lamatrice



## Client Asset Pick-Up Authorization

- Remove and Transfer Ownership to MOM:** I request that Modern Office Methods (MOM) remove the asset(s) indicated below including all accessories. I acknowledge that we (client) own the equipment & are transferring ownership of the asset(s) wholly to Modern Office Methods. I understand that we will remain responsible for all current and future charges due on the asset(s) including, but not limited to, lease payments, lease buyouts, service invoices, etc. We will hold Modern Office Methods harmless for all charges due against the asset(s). We agree that the asset(s) will not be available for return once MOM receives the asset(s).
- Return to Leasing Company with RMA:** I request that Modern Office Methods (MOM) remove the asset(s) indicated below including all accessories and arrange to have the asset(s) returned to the leasing company per the leasing company's instructions. I acknowledge that we (Client) are responsible for all current and future charges due on the lease agreement(s) and will hold Modern Office Methods harmless for any and all additional charges incurred due to return delays, missing items/accessories, or damage that occurs to asset(s). Return shipping charges of \$500 per device will apply.
- Store in MOM Warehouse:** I request that Modern Office Methods (MOM) remove the asset(s) indicated below including all accessories and store the asset(s) in MOM's warehouse. I acknowledge that Modern Office Methods is not insuring the asset(s) and we (client) will hold MOM harmless for any loss or damage to the asset(s) that occurs outside of MOM's control. Storage charges to client will be billed at the rate of \$100 per month per device, plus a \$150 transportation fee each direction to and from the client's location. These fees are payable on the first day of each month the asset(s) are in MOM's custody and will continue until MOM returns the asset(s) or has been instructed in writing to dispose of the asset(s). We (MOM) will schedule your machine(s) to be returned at your requested dates, but you (Client) understand that it is your responsibility to request return of the asset(s) in writing within 30 days prior to your requested return date.

Client agrees to hold Modern Office Methods, its owners, employees & assigns harmless from any & all claims, including attorney's fees and costs. Client acknowledges its full responsibility for any damages and/or financial penalties which may be incurred.

Print Name: Joe Begeny Signature Requested: \_\_\_\_\_ Return Date: \_\_\_\_\_

## Hard Drive Security-please select option for each returned device

- Quick Format:** I understand this procedure eliminates the path to find information on the hard drive, but does not clear the hard drive of all data. While it would be tremendously difficult, if someone has the appropriate tools it may be possible to get data from the hard drive, thus posing a potential security risk. There is no charge for this service.
- Secure Hard Drive Overwrite meeting DoD Standard Requirements:** I understand that once overwritten, the data will not be recoverable. I agree to pay MOM \$175 per hard drive they overwrite and understand that some devices have more than one hard drive. MOM will provide an overwrite certificate upon completion.
- Removal:** I understand MOM will remove the hard drive for \$300. MOM will only perform this service on machines we sell or service. I understand that hard drive removal may render the machine inoperable and agree to hold MOM harmless for all loss of data and machine functionality. We will replace the hard drive with one that should make the machine operable, but, it will remain your responsibility that the machine operates properly.





## STATE AND LOCAL GOVERNMENT ADDENDUM (OH, KY, IN, PA)

Addendum to Agreement # \_\_\_\_\_ and any future supplements/schedules thereto, between City of Reynoldsburg Police Department, as Customer ("Customer") and Modern Office Methods, Inc., as Lessor. The words "you" and "your" refer to Customer. The words "we" and "us" refer to Lessor. In the event of any conflict between the terms and conditions of the Agreement and this Addendum, the terms and conditions of this Addendum shall control, and in the event of any conflict between the general provisions of this Addendum and any provision of this Addendum that expressly applies to you only if you are a political subdivision, county, city, or school district of specific state ("State-Specific Provision"), then the State Specific Provision shall control.

### 1. The parties wish to amend the above-referenced Agreement by adding the following language:

**REPRESENTATIONS AND WARRANTIES OF CUSTOMER:** You hereby represent and warrant to us that: (i) you have been duly authorized under the Constitution and laws of the applicable jurisdiction and by a resolution or other authority of your governing body to execute and deliver this Agreement and to carry out your obligations hereunder; (ii) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement; (iii) this Agreement is in compliance with all laws applicable to you, including any debt limitations or limitations on interest rates or finance charges; (iv) the Equipment will be used by you only for essential governmental or proprietary functions of you consistent with the scope of your authority, will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use, and your need for the Equipment is not expected to diminish during the term of this Agreement; (v) you have funds available to pay Payments until the end of your current appropriation period, and you intend to request funds to make Payments in each appropriation period, from now until the end of the term of this Agreement; and (vi) your exact legal name is as set forth on page one of this Agreement.

**INITIAL TERM AND RENEWAL TERM(S):** The term of the Agreement consists of an initial term beginning on the date we pay Supplier and ending at the end of your fiscal year in which we pay Supplier, and a series of renewal terms, each co-extensive with your fiscal year. Except to the extent required by applicable law, if you do not exercise your right to terminate the Agreement under the Non-Appropriation or Renewal paragraph as of the end of any fiscal year, the Agreement will be deemed automatically renewed for the next succeeding renewal term.

An election by you to terminate the Agreement under the Non-Appropriation or Renewal paragraph is not a default.

Notwithstanding anything to the contrary set forth in the Agreement, if we cancel the Agreement following a default by you, we may require that you pay the unpaid balance of Payments under the Agreement through the end of your then-current fiscal year, but we may not require you to pay future Payments due beyond that fiscal year or the anticipated residual value of the Equipment. If we sell the Equipment following a default by you, you will not be responsible for a deficiency, except to the extent of our costs of repossession, moving, storage, repair and sale, and our attorneys' fees and costs.

**NON-APPROPRIATION OR RENEWAL:** If either sufficient funds are not appropriated to make Payments or any other amounts due under this Agreement or (to the extent required by applicable law) this Agreement is not renewed either automatically or by mutual ratification, this Agreement shall terminate and you shall not be obligated to make Payments under this Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, you shall, no later than the end of the fiscal year for which Payments have been appropriated or the term of this Agreement has been renewed, deliver possession of the Equipment to us. If you fail to deliver possession of the Equipment to us, the termination shall nevertheless be effective but you shall be responsible, to the extent permitted by law and legally available funds, for the payment of damages in an amount equal to the portion of Payments thereafter coming due that is attributable to the number of days after the termination during which you fail to deliver possession and for any other loss suffered by us as a result of your failure to deliver possession as required. You shall notify us in writing within seven days after (i) your failure to appropriate funds sufficient for the payment of the Payments or (ii) to the extent required by applicable law, (a) this Agreement is not renewed or (b) this Agreement is renewed by you (in which event this Agreement shall be mutually ratified and renewed), provided that your failure to give any such notice under clause (i) or (ii) of this sentence shall not operate to extend this Agreement or result in any liability to you.

("Supplement") under the above-referenced Agreement, such Supplement, as it incorporates the terms and conditions of the Agreement, shall be a separate financing distinct from the Agreement or other Supplements thereto. Without limiting the foregoing, upon the occurrence of an event of default or a non-appropriation event with respect to the Agreement or a Supplement (each, a separate "Contract"), as applicable, we shall have the rights and remedies specified in the Agreement with respect to the Equipment financed and the Payments payable under such Contract, and we shall have no rights or remedies with respect to Equipment financed or Payments payable under any other Contract unless an event of default or non-appropriation event has also occurred under such other Contract.

### 2. The parties wish to amend the above-referenced Agreement by restating certain language as follows:

Any provision in the Agreement stating that you shall indemnify and hold us harmless is hereby amended and restated as follows: "You shall not be required to indemnify or hold us harmless against liabilities arising from this Agreement. However, as between you and us, and to the extent permitted by law and legally available funds, you are responsible for and shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that you shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after you have surrendered possession of the Equipment in accordance with the terms of this Agreement to us or that arise directly from our gross negligence or willful misconduct."

Any provision in the Agreement stating that the Agreement is governed by a particular state's laws and you consent to such jurisdiction and venue is hereby amended and restated as follows: "This Agreement will be governed by and construed in accordance with the laws of the state where you are located. You consent to jurisdiction and venue of any state or federal court in such state and waive the defense of inconvenient forum."

Any provision in the Agreement stating this Agreement supersedes any invoice and/or purchase order is hereby amended and restated as follows: "You agree that the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes any purchase order, invoice, request for proposal, response or other related document."

Any provision in the Agreement stating that this Agreement shall automatically renew unless the Equipment is purchased, returned or a notice requirement is satisfied is hereby amended and restated as follows: "Unless the purchase option is \$1.00 or \$101.00, you agree to send us written notice at least 30 days before the end of the final renewal term that you want to purchase or return the Equipment, and you agree to so purchase or return the Equipment not later than the end of the final renewal term. If you fail to so purchase or return the Equipment at or before the end of the final renewal term, you shall be a holdover tenant with respect to this Agreement and the Equipment, and this Agreement shall renew on a month-to-month basis under the same terms hereof until the Equipment has been purchased or returned."

Any provision in the Agreement stating that we may assign this Agreement is hereby amended and restated as follows: "We may sell, assign, or transfer this Agreement without notice to or consent from you, and you waive any right you may have to such notice or consent."

Any provision in the Agreement stating that you grant us a security interest in the Equipment to secure all amounts owed to us under any agreement is hereby amended and restated as follows: "To the extent permitted by law, you grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement and any supplements hereto. You authorize and ratify our filing of any financing statement(s) and the naming of

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

Any provision in the Agreement stating that a default by you under any agreement with our affiliates or other lenders shall be an event of default under the Agreement is hereby amended and restated as follows: "You will be in default if: (i) you do not pay any Payment or other sum due to us under this Agreement when due or you fail to perform in accordance with the covenants, terms and conditions of this Agreement; (ii) you make or have made any false statement or misrepresentation to us; or (iii) you dissolve, liquidate, terminate your existence or are in bankruptcy.

Any provision in the Agreement stating that you shall pay our attorneys' fees is hereby amended and restated as follows: "In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay, to the extent permitted by law and to the extent of legally available funds, our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee."

Any provision in the Agreement requiring you to pay amounts due under the Agreement upon the occurrence of a default, failure to appropriate funds or failure to renew the Agreement is hereby amended to limit such requirement to the extent permitted by law and legally available funds.

**3. If your end-of-term option is the purchase of all Equipment for \$1.00 or \$101.00, the following applies:** Unless otherwise required by law, upon your acceptance of the Equipment, title to the Equipment shall be in your name, subject to our interest under this Agreement ; provided, however, that if you are a political subdivision of the State of Ohio, and if your end-of-term option is the purchase of all Equipment for \$1.00 or \$101.00, title to the Equipment shall be in our name, subject to your interest under the Agreement.

**4. With respect to any "Financed Items," the following provisions shall be applicable to such Financed Items:**

This Addendum concerns the granting to you of certain software and/or software license(s) ("Licensed Software"), the purchase by you of certain software components, including but not limited to, software maintenance and/or support ("Products") and/or the purchase by you of certain implementation, integration, training, technical consulting and/or professional services in connection with software ("Services") (collectively, the "Financed Items") from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as further described in the agreement(s) between you and Supplier (collectively, the "Product Agreement"). For essential governmental purposes only, you have requested and we have agreed that instead of you paying the fees pursuant to the Product Agreement to Supplier for the Financed Items, we will satisfy your obligation to pay such fees to Supplier, and in consideration thereof, you shall repay the sums advanced by us to Supplier by promptly making certain installment payments to us, which are included in the Payments set forth in the Agreement.

To the extent permitted by law, you grant us a security interest in the license(s), including without limitation, all of your rights in the Licensed Software granted thereunder, the Products, all rights to payment under the Product Agreement, the Financed Items, and all proceeds of the foregoing to secure all amounts you owe us under this Agreement. You authorize and ratify our filing of any financing statement(s) to show our interest.

Ownership of any Licensed Software shall remain with Supplier thereof. All Financed Items shall be provided by a Supplier unrelated to us, and your rights with respect to such Financed Items shall be governed by the Product Agreement between you and Supplier, which shall not be affected by this Agreement. **IN NO EVENT SHALL WE HAVE ANY OBLIGATION TO PROVIDE ANY FINANCED ITEMS AND ANY FAILURE BE ENDED**

**By signing this Addendum, Customer acknowledges the applicable changes noted above are incorporated by reference into the Agreement. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer. Customer has caused this Addendum to be executed by its duly-authorized officer as of the date below.**

US IN ANY WAY. YOU HAVE SELECTED SUPPLIER AND THE FINANCED ITEMS BASED UPON YOUR OWN JUDGMENT. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE FINANCED ITEMS. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER, AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. **YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE FINANCED ITEMS COVERED BY THE PRODUCT AGREEMENT AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR AS TO ANY PATENT, TRADEMARK OR COPYRIGHT INFRINGEMENT, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS OR ANY OTHER ISSUE IN REGARD TO THE FINANCED ITEMS.** YOU HEREBY WAIVE ANY CLAIM (INCLUDING ANY CLAIM BASED ON STRICT LIABILITY OR ABSOLUTE LIABILITY IN TORT) THAT YOU MAY HAVE AGAINST US FOR ANY LOSS, DAMAGE (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF DATA OR ANY OTHER DAMAGES) OR EXPENSE CAUSED BY THE FINANCED ITEMS COVERED BY THE PRODUCT AGREEMENT OR A TERMINATION OF THE FINANCED ITEMS PURSUANT TO AN EVENT OF DEFAULT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, LOSS, EXPENSE OR COST.

The following shall be additional events of default under the Agreement: (i) you fail to perform in accordance with the covenants, terms and conditions of the Product Agreement, or (ii) the Product Agreement is terminated, suspended, materially restricted or limited.

The following shall be additional remedies we have for your default under the Agreement: We shall have the right to: (a) cause the termination of the Financed Items and you irrevocably consent to such termination of the Financed Items by Supplier; and (b) require you to immediately stop using the Financed Items (regardless of whether you are in default under the Product Agreement) and you shall, at our option, either deliver to us a certification executed by a duly authorized officer certifying that you have ceased use of the Financed Items or deliver the Financed Items to a location designated by us. In the event you are entitled to transfer the right to use the Financed Items to any third party, you hereby agree to transfer any such right to use the Financed Items to any third party selected by us and acknowledge that you shall have no right to fees payable by any third party in connection with such transfer. However, we shall not be required to mitigate our damages caused by a default by transferring any Financed Items to a third party.

**5. If you are a political subdivision of the State of Kentucky and your end-of-term option is the purchase of all Equipment for \$1.00 or \$101.00, the following applies:** You represent to us that you have in connection with the Agreement given all notices to and obtained all consents from the state local debt officer (or in the case of a school district, the chief state school officer) required by applicable law.

**6. If you are a political subdivision of the Commonwealth of Pennsylvania, the following applies:** You represent to us that you have complied with the Pennsylvania Local Government Unit Debt Act, Pa. Cons. Stat. tit. 53, Sections 8001 to 8049 (including filing of debt statement and advertisement of proposed financing) in connection with the Agreement.

**Modern Office Methods, Inc.**  
 Lessor  
 \_\_\_\_\_  
 Signature  
 \_\_\_\_\_  
 Title Date

**City of Reynoldsburg Police Department**  
 Customer  
 \_\_\_\_\_  
 X  
 Signature  
 \_\_\_\_\_  
 Mayor Date  
 Title Date

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.



**STAFF REPORT  
REYNOLDSBURG CITY COUNCIL**

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**DATE:** April 27, 2026

**RE:** A Resolution Authorizing the Mayor to Enter into an Agreement with OSU for Police and Pension Occupational Medical Exams

**APPROVALS:**

Joe Begeny  
Shanette Strickland  
Chris Shook  
Mollie Prasher

**EMERGENCY:**

**REASON FOR EMERGENCY:**

**STAFF REPORT:**

---

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH OSU FOR POLICE AND PENSION OCCUPATIONAL MEDICAL EXAMS**

WHEREAS, the City of Reynoldsburg Police Department wishes to obtain occupational medicine services for its employees; and

WHEREAS, The Ohio State University Wexner Medical Center, through its team of physicians and healthcare practitioners, treats work-related and other occupational medicine health concerns, and provides employment exams, health screening, and physical exams; and

WHEREAS, the City desires to enter into a contractual arrangement for OSU to provide the occupational medicine services to police department employees.

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 a contract with The Ohio

State University Wexner Medical Center for occupational medical services for the City's police department.

SECTION 2. Upon adoption by Council, this Resolution shall be in effect immediately following the approval of Council and the signature of the Mayor.

## OCCUPATIONAL MEDICINE SERVICES AGREEMENT

This Agreement is effective as of May 1, 2026, by and between **The Ohio State University** on behalf of its **Wexner Medical Center, Occupational Medicine Department** (“OSU”) and **City of Reynoldsburg** (“Client”). OSU and Client may be referred to herein individually as a “Party”, and collectively, the “Parties.”

**WHEREAS**, Client wishes to obtain occupational medicine services for its employees; and

**WHEREAS**, OSU, through its team of physicians and healthcare practitioners, treats work-related and other occupational medicine health concerns, and provides employment exams, health screening, and physical exams; and

**WHEREAS**, the Parties desire to enter into this contractual arrangement for OSU to provide the occupational medicine services to Client’s employees.

**NOW, THEREFORE**, for good and valuable consideration and subject to the terms contained herein, Client and OSU agree as follows:

1. Service. Through its licensed and/or trained health care professionals (“Practitioners”), OSU agrees to provide the occupational medicine services requested by Client, as listed in the attached Exhibit A (“Service”) for Client’s employees at the fees listed therein. Service will be administered at Ohio State Urgent Care Rocky Fork Gahanna at 445 Rocky Fork Blvd, Columbus, OH 43230. OSU shall provide all necessary personnel and equipment to perform the Service. OSU may only administer Service to Client’s employees who have read and signed the treatment consent form and with the requisite approval from Client. OSU agrees to perform the Service according to Practitioners’ license, expertise, and OSU’s policies and procedures. In all actions covered by this Agreement, OSU agrees to exercise the highest standard of care applicable in administering the Service. The schedule of Services shall be agreed to by the Parties.

2. Client Responsibilities. Client agrees to coordinate with OSU on the time and place the Service will be rendered and if applicable, to provide adequate space and necessary facilities to perform the Service.

3. Compensation and Billing. OSU shall bill the Client for the Services requested and provided by OSU. OSU will invoice Client within 30 days of the Service. Client agrees to reimburse OSU within receipt of the invoice and no later than after 30 days of receipt of the invoice. OSU reserves the right to decline scheduling appointments or offering services if Client’s payment is overdue.

4. Record Maintenance. OSU will maintain records, in accordance with its record retention schedule on all individuals that are provided Services under this Agreement. OSU shall keep confidential this information and shall use it only for rendering services under this Agreement and any follow-up service by OSU or its facilities.

5. Insurance.

- i. Each Party shall maintain, at a minimum, the following types and amounts of insurance or self-insurance coverage:
  - a. Workers’ Compensation: As required by State law;
  - b. Employers Liability (Stop Gap for Ohio): \$1,000,00 to any one person;
  - c. Commercial General Liability:
    1. \$1,000,000 Each Occurrence (Bodily Injury & Property Damage)
    2. \$2,000,000 General Aggregate

- ii. In addition, the above, OSU shall maintain healthcare professional liability insurance in the following types and amounts:
  - a. \$1,000,000 Each Claim
  - b. \$3,000,000 Annual Aggregate
- iii. Each Party shall provide evidence of insurance upon written request to demonstrate compliance with the insurance requirements.

6. Independent Contractor. Nothing in this Agreement shall in any way affect the independent operation of either Party, nor create an employer/employee, principle/agent, joint venture, or partnership relationship.

7. Trademark. Neither Party may use the other Party's name, trademarks, logos or service marks without the express written consent of the other Party.

8. Non – Exclusivity. This Agreement in no way limits OSU's ability to provide this Service to other individuals or groups, employees, providers or other companies or organizations.

9. Term. The Term of this Agreement shall be for one (1) year from the Effective Date.

10. Termination and Modification. Either Party may terminate this Agreement upon sixty (60) days prior written notice without further obligation, except that all outstanding fees for Services performed by OSU shall be paid prior to the effective date of such termination. If either Party breaches any provision of this Agreement, then the other Party may terminate the Agreement upon thirty (30) days written notice containing the basis for termination. During the notice period, both Parties shall make a good faith effort to cure the breach before the effective termination date and the termination shall become effective at the end of the notice period only if the breach has not been cured.

11. Notices. Notices or communications required or permitted to be given under this Agreement shall be given by, and be deemed given when:

- a. Delivered by personal delivery;
- b. Deposited in U.S. first class mail, postage prepaid; or
- c. Sent by telecopy or electronic mail with confirmation of receipt, addressed as set forth below or to such other address as either Party may designate in writing to the other Party from time to time.

If to Client:

[Address]  
[City / State / Zip]  
Attn: [Contact]

If to OSU:

The Ohio State University, Wexner Medical Center

Strategy and Transformation  
660 Ackerman Rd.  
6<sup>th</sup> Floor  
Attn: Ryan Hess, Employer Health Manager

With a Copy to:

The Ohio State University, Wexner Medical Center  
Office of Legal Affairs  
370 W. 9th Avenue  
200 Meiling Hall  
Columbus, OH 43210  
Attn: Deputy General Counsel

12. Amendment. This Agreement may only be modified or amended by mutual written agreement by the Parties, signed by duly authorized representatives of each of the Parties.

13. Assignment. Neither Party shall have the right to assign or otherwise transfer its rights or obligations under this Agreement except with the written consent of the other Party, provided that a successor in interest by merger, operation of law, assignment, purchase or otherwise of the entire business of either Party shall acquire all interests of such party hereunder.

14. Claims. If either Party receives notice of a claim regarding the services provided under this Agreement that Party shall notify the other Party in writing within ten (10) days. Both Parties shall cooperate with each other in responding to the claim.

15. Governing Law. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Ohio. The Parties acknowledge and agree that as an instrumentality of the State of Ohio, OSU is subject to Ohio law, including but not limited to Section 9.27 of the Ohio Revised Code (“ORC”) and Section 2743.02 of the ORC, and any terms and conditions noted in, or terms embedded in the Agreement contrary to Ohio law are not applicable to OSU.

16. Force Majeure. The performance by any Party of any obligations to be performed under this Agreement is excused to the extent that performance is frustrated, prevented or delayed by an act of nature or the public enemy, terrorism, insurrections, riots, labor disputes (including lockouts or boycotts), fire, explosion, flood, epidemic, pandemic, national emergency, natural disaster or any other force majeure event that is beyond the reasonable control of such Party but only to the extent not caused or contributed to by such Party’s own fault or negligence. The Party so affected must give prompt written notice to the other Party of the cause and take whatever reasonable steps are necessary to relieve the effect of the cause as soon as practicable. The time for performance required of the affected Party shall be extended by the period of such delay provided the Party is exercising diligent efforts to overcome the cause of such delay. Regardless of any other provision in this Agreement, if either Party fails to restore its performance of its obligations under this Agreement within sixty (60) days after an event or the end of an event of force majeure, then the other party may immediately terminate this Agreement by providing written notice to the other Party.

17. Entire Agreement. This Agreement contains the entire agreement of the Parties and supersedes all proposals and negotiations not contained herein.

**IN WITNESS WHEREOF**, the Parties hereto have signed this Agreement as of the Effective Date.

**THE OHIO STATE UNIVERSITY on behalf  
of its  
WEXNER MEDICAL CENTER**

\_\_\_\_\_  
Richard Silveria  
Chief Financial Officer, The Ohio State  
University Wexner Medical Center

**CLIENT**

\_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_

**EXHIBIT A  
FEES FOR SERVICES**

The Ohio State University Wexner Medical Center, Occupational Medicine Fee Structure  
Effective through December 31, 2026

<b>City of Reynoldsburg</b>	<b>Price</b>
<b>Pension Examinations</b>	\$ 120.00
Extensive Health History Review (with exam)	(included)
Member's Medical Questionnaire	(included)
Bund Serv Lipid Panel	\$ 30.00
Non-DOT 9-Panel Drug Screen	\$ 38.00
Spirometry	\$ 47.00
Xray - Chest (As Indicated)	\$ 110.00
EKG / Stress Test	\$ 300.00

**Both parties will collaborate to agree upon any results reporting. Both parties will collaborate to establish any standards and expectations and ensure that they are clearly communicated for all parties involved.**

**Both parties will collaborate to schedule appointments, and make every reasonable effort to be present on time for the scheduled appointment.**

**Prices are subject to an annual increase of 3% after December 31, 2026.**

**Note: some clearances may be delayed or denied due to a personal health issue.**



**STAFF REPORT  
REYNOLDSBURG CITY COUNCIL**

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**DATE:** April 27, 2026

**RE:** An Ordinance Authorizing the Mayor to Enter into a Contract to Purchase and Construct a Greenhouse at the Parks and Public Service Facility, Waive Competitive Bidding, and Declaring an Emergency

**APPROVALS:**

Joe Begeny  
Shanette Strickland  
Chris Shook  
Mollie Prasher

**EMERGENCY:**

two-read emergency

**REASON FOR EMERGENCY:**

maintain construction timelines

**STAFF REPORT:**

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**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT TO PURCHASE AND CONSTRUCT A GREENHOUSE AT THE PARKS AND PUBLIC SERVICE FACILITY, WAIVE COMPETITIVE BIDDING, AND DECLARING AN EMERGENCY**

WHEREAS, the City of Reynoldsburg received multiple bids for the construction of a new Parks and Public Service facility; and

WHEREAS, within the bid package awarded to Pepper Construction was an allowance for the construction of a greenhouse; and

WHEREAS, the City's Architect and Horticulturist consulted with LLK Greenhouse Solutions during the initial planning and design phases based on the City's needs; and

WHEREAS, an allowance was provided in the contract for the purchase and construction of a greenhouse; and

WHEREAS, LLK Greenhouse Solutions provided the cost and a base rate for labor; however, the inclusion of prevailing wage was not accounted for; and

WHEREAS, it is imperative that the City continue to coordinate the various components of this project to assure there is no construction delays or interruption of services, and is requesting that City Council waive the competitive bidding requirements for the purchase and construction of the greenhouse; and

WHEREAS, the additional prevailing wage rate costs of \$23,744.98 are necessary to complete this work and shall be taken from the project's current contingency account.

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

SECTION 1. That the Mayor is hereby authorized to waive competitive bidding for the purchase and construction of the greenhouse for the Parks and Public Service facility.

SECTION 2. That \$23,744.98 shall be taken from the projects current contingency account to cover these additional costs.

SECTION 3. That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the City, and further to facilitate as soon as possible in order to meet contract deadlines; wherefore upon adoption by Council, this Ordinance shall be in effect immediately following the signature of the Mayor.



**STAFF REPORT  
REYNOLDSBURG CITY COUNCIL**

---

**DATE:** April 27, 2026

**RE:** An Ordinance Authorizing the Mayor to Enter into a Contract with DLZ for the Waggoner Road Phase II Improvement Project (Construction Inspection Services), Appropriating Funds Therefor, and Declaring an Emergency

**APPROVALS:**

Joe Begeny  
Shanette Strickland  
Chris Shook  
Mollie Prasher

**EMERGENCY:**

two-read emergency

**REASON FOR EMERGENCY:**

maintain construction deadlines

**STAFF REPORT:**

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**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH DLZ FOR THE WAGGONER ROAD PHASE II IMPROVEMENT PROJECT (CONSTRUCTION INSPECTION SERVICES), APPROPRIATING FUNDS THEREFOR, AND DECLARING AN EMERGENCY**

WHEREAS, the City of Reynoldsburg received multiple bids for the Waggoner Road Phase II Improvement Project on February 6, 2026; and

WHEREAS, the City Engineer has reviewed the bids submitted and determined that the lowest and best bidder for the project is Shelly & Sands, Inc.; and

WHEREAS, as part of the project, the City needs to contract for construction inspection services with DLZ; and

WHEREAS, the City Engineer recommends that the Mayor enter into a contract with DLZ for \$719,692.47 for the Waggoner Road Phase II Improvement Project.

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

SECTION 1. That the Mayor is hereby authorized to enter into contract with DLZ for \$719,692.47 for the Waggoner Road Phase II Improvement Project (construction inspection services).

SECTION 3. That \$719,692.47 shall be appropriated from the unappropriated General Fund (110) and appropriated to the unappropriated project number 410.000.0205.5339 Waggoner Road Phase II Miscellaneous Contract Services Fund,

SECTION 4. That these funds will be reimbursed to the General Fund (110) when the appropriate financial Notes are received.

SECTION 5. That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the City, and to meet contractual deadlines; wherefore upon adoption by Council, this Ordinance shall be in effect immediately following the signature of the Mayor.



**STAFF REPORT  
REYNOLDSBURG CITY COUNCIL**

---

**DATE:** April 27, 2026

**RE:** A Resolution Authorizing the Mayor to Enter into a Contract with Pyrotecnico Fireworks Inc. for the 2026 July 4th Fireworks and Waive Competitive Bidding

**APPROVALS:**

Joe Begeny  
Shanette Strickland  
Chris Shook  
Mollie Prasher

**EMERGENCY:**

**REASON FOR EMERGENCY:**

**STAFF REPORT:**

---

**A Resolution Authorizing the Mayor to Enter into a Contract with Pyrotecnico Fireworks Inc. for the 2026 July 4th Fireworks Event and Waive Competitive Bidding**

**WHEREAS**, the fireworks display is an integral part of the City of Reynoldsburg 4th of July Festival, which has been a City of Reynoldsburg community institution for years; and

**WHEREAS**, the fireworks display is one of the largest community gatherings in the City of Reynoldsburg; and

**WHEREAS**, a significant number of attendees are visitors to the community, with many of those visitors supporting other businesses and activities while they are in the community; and

**WHEREAS**, the City of Reynoldsburg agrees to enter into a contract with Pyrotecnico Fireworks Inc. for \$55,500.00, which was included in the City's Public Service Department 2026 Budget.

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

**REYNOLDSBURG, OHIO:**

**SECTION 1.** That the Mayor is authorized to enter into a contract with Pyrotecnico Fireworks Inc. for the amount of \$55,500.00 for the 2026 fireworks display.

**SECTION 2.** That this purchase is authorized to waive competitive bidding pursuant to ORC Section 175.01(d).

**SECTION 3.** These funds were included in the City's Public Service Department 2026 Budget and will be paid from account number 110-448-5303 Community Events.

**SECTION 4.** That this Resolution will be effective immediately upon approval of Council and the signature of the Mayor.

## REYNOLDSBURG FIREWORKS DISPLAY CONTRACT

THE CONTRACT AND AGREEMENT for the sale and display of fireworks made and concluded this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by and between Pyrotecnico Fireworks, Inc. (hereinafter referred to as "Pyrotecnico") of New Castle, Pennsylvania, and the CITY of Reynoldsburg, a chartered municipal corporation form under the laws of the State of Ohio, hereinafter referred to as ("City")

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

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

2. a) Said fireworks to be furnished for display on the following date **July 3, 2026**, provided the weather permits a display. It is mutually understood and agreed that should inclement weather prevent the presentation of said display on said date, the date of **July 5, 2026**, will be the "rain date" of the event. It being mutually understood and agreed that should inclement weather prevent the presentation of said display on the said "rain date", a meeting of the parties will be held to discuss the postponement date(s). It is agreed to and understood by the parties hereto that in the event the fireworks have been taken out and set up before the inclement weather and with good weather prevailing, then such exhibition of fireworks must be carried out in the safest manner without any deductions whatever from the hereinafter named compensation.

b) The parties agree presentation of the display is subject to detention or prevention by 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 the City and Pyrotecnico, which in the City's determination, would prevent or interfere with the presentation of the show.

3. If due to the occurrence of a contingency as described above, with the aforementioned dates, it is in Pyrotecnico's professional opinion with a reasonable degree of certainty, impossible or impracticable to present the display at the dates and times specified, Pyrotecnico and the City will confer with a view towards reaching a mutually satisfactory postponement date that is consistent with the theme of celebrating Independence Day, such date to occur within three (3) months of the display date. If the show is rescheduled prior to Pyrotecnico's truck leaving the facility, the City shall remit to Pyrotecnico an additional fee of **\$5,679.75** for all reasonable expenses incurred by Pyrotecnico in anticipation of presenting such display. If the show is rescheduled after Pyrotecnico's truck leaves the facility, the City shall remit to Pyrotecnico an additional **\$15,146.00** for expenses incurred.

The determination to cancel the show because of inclement or unsafe weather conditions shall rest within the sole discretion of Pyrotecnico. In the event the City does not choose to reschedule another date or cannot agree to a mutually convenient date, Pyrotecnico shall be entitled to a cancellation fee of \$18,750.00.

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

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

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

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

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

9. The City agrees to furnish to Pyrotecnico the sum of **\$55,500.00** {the "Contract Price") paid as follows:

a. **\$27,750.00** shall be due by **May 5, 2026**;

b. The balance of the Contract Price due within ten (10) days of completion of the Firework exhibition. The City agrees to pay interest at the rate of 1.5% per month on any delinquent balance of the Contract Price until paid In full.

Payment shall be made by certified check or otherwise as agreed by Pyrotecnico to Pyrotecnico at P.O. Box 149, New Castle, Pennsylvania 16103. Furthermore, in the event, the City fails to perform its obligations and responsibilities as set forth herein and it becomes necessary for Pyrotecnico to enforce its rights by hiring an attorney, the City shall be responsible for all attorneys' fees and costs incurred by Pyrotecnico to collect said sum.

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

12. Pyrotecnico agrees to Indemnify the City and hold Its employees, officials, agents, representatives, and insurers harmless from any and all demands, claims, causes of action, judgments or liability (including the cost of suit and reasonable coats or experts and attorneys) arising from damage to or destruction of property {including real and personal) or bodily or personal injuries (including death), whether arising in tort, contract, or otherwise, that occur directly or indirectly from the negligence or willful misconduct of Pyrotecnico or Its employees, agents, contractors, or representatives.

13. Pyrotecnico agrees to notify Truro Township Fire Department (TTFD) Immediately when the vehicle carrying the fireworks arrives in the City of Reynoldsburg. Pyrotecnico agrees to furnish a 24-hour guard, at their sole cost, with the vehicle during the time It is in the City of Reynoldsburg or Truro Township, Pyrotecnico agrees to an inspection of fireworks mortar racks that are encased in wood, if deemed necessary by TTFD, then the wood will be replaced with undamaged lumber. Pyrotecnico agrees to secure, fireworks mortar racks and cakes, to the ground according to specification and jurisdictional authority. Pyrotecnlco agrees to furnish and employ an electronic firing system. Pyrotecnico agrees to

furnish and employ protective clothing required by the Ohio Fire Code and NFPA 1123. Pyrotecnico agrees to furnish a letter to TTFD stating that all mortars to be used for the exhibition are made of approved material, of sufficient strength, length and durability to cause shells to be propelled to a safe altitude as required by Ohio Fire Code and NFPA 1123.

14. Vendor agrees it shall not discriminate against any employee or applicant for employment because of race, sex, sexual orientation, gender identity or expression, color, religion, ancestry, national origin, age, disability, natural hair types and natural styles commonly associated with race, familial status or military status. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, sex, sexual orientation, gender identity or expression, color, religion, ancestry, national origin, age, disability, natural hair types and natural styles commonly associated with race, familial status or military status. Such action shall include, but not be limited to, the following: employment up-grading, demotion, or termination; rates of pay or other forms of compensation; and selection for training. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices summarizing the provisions of this Equal Opportunity Clause.

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

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

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

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

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

20. This contract and the "Proposal for City of Reynoldsburg/Presentation Recap" constitute the entire agreement between the parties hereto, and there are no other understandings, either oral or written, regarding the subject matter hereof.

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

City of Reynoldsburg

Pyrotecnico Fireworks, Inc.

By \_\_\_\_\_  
Joseph S. Begeny, Mayor

By \_\_\_\_\_  
Name \_\_\_\_\_

Date \_\_\_\_\_

Title \_\_\_\_\_  
Date \_\_\_\_\_



**STAFF REPORT  
REYNOLDSBURG CITY COUNCIL**

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**DATE:** April 27, 2026

**RE:** A Resolution Authorizing the Mayor to Enter into a Contract with Lumen Technologies for Fiber Service to the City's Parks/Public Service Facility

**APPROVALS:**

Joe Begeny  
Shanette Strickland  
Chris Shook  
Mollie Prasher

**EMERGENCY:**

**REASON FOR EMERGENCY:**

**STAFF REPORT:**

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**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH LUMEN TECHNOLOGIES FOR FIBER SERVICE TO THE CITY'S PARKS AND PUBLIC SERVICE FACILITY**

WHEREAS, the City of Reynoldsburg received multiple bids for the construction of the City's new Parks/Public Service facility; and

WHEREAS, in 2025, the City's Technology Consultant (KGT) and Public Service Department evaluated various options and providers with the goal of providing a more stable and cost-effective means to provide fiber to the future facility; and

WHEREAS, a determination was made to utilize one of the City's existing vendors (Lumen Technologies) to provide these services; and

WHEREAS, the cost of these services was accounted for in the City's 2026 Budget; and

WHEREAS, the Mayor is authorized to enter into a contract with Lumen Technologies for a

thirty-six-month contract at a monthly rate of \$1,445.50, totaling \$52,038.00.

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

SECTION 1. That the Mayor is hereby authorized to enter into a contract with Lumen Technologies for fiber services to the Parks/Public Service facility

SECTION 2. That the contract is for a thirty-six-month term at a cost of \$1,445.50 per month, totaling \$52,038.00.

SECTION 3. This Resolution will be effective immediately upon passage by Council and the signature of the Mayor.

### Customer Information and Contract Specifications

**Customer Name:** City of Reynoldsburg

**Account Number:** 2-PDXMJM

**Currency:** USD

**Monthly Recurring Charges (MRC):** \$1,445.50

**Non Recurring Charges (NRC):** 0

### Service Order

Service Address	Description	Order Type	Term (Months)	Qty	Unit MRC	Unit NRC	Total MRC	Total NRC	Country
7240 E MAIN ST REYNOLDSBURG OHIO 43068 2014 UNITED STATES	<b>E-Line - EVC EVPL 1 Gbps</b>	New	36	1	\$518.00	\$0.00	\$518.00	\$0.00	USA
7806 E MAIN ST REYNOLDSBURG OHIO 43068 1239 UNITED STATES	- Class = Basic								
	<b>Subtotal</b>						<b>\$518.00</b>	<b>\$0.00</b>	
7240 E MAIN ST REYNOLDSBURG OHIO 43068 2014 UNITED STATES	<b>UNI - 1 Gbps</b>	New	36	1	\$245.00	\$0.00	\$245.00	\$0.00	USA
	- Delivery to the MPoE - Building Extension to customer suite NOT included								
	- Service Level = 24x7x4								
	- UNI Type = Multiplexed								
	<b>Subtotal</b>						<b>\$245.00</b>	<b>\$0.00</b>	
7806 E MAIN ST REYNOLDSBURG OHIO 43068 1239 UNITED STATES	<b>UNI - 1 Gbps</b>	New	36	1	\$0.00	\$0.00	\$0.00	\$0.00	USA
	- Delivery to the MPoE - Building Extension to customer suite NOT included								
	- Service Level = 24x7x4								
	- Port Size = 1 Gbps								
	- UNI Type = Multiplexed								
	<b>Local Loop</b>			1	\$682.50	\$0.00	\$682.50	\$0.00	USA

Service Address	Description	Order Type	Term (Months)	Qty	Unit MRC	Unit NRC	Total MRC	Total NRC	Country
	- Includes Network Interface Device								
	<b>Subtotal</b>						<b>\$682.50</b>	<b>\$0.00</b>	
	<b>Totals</b>						<b>\$1,445.50</b>	<b>\$0.00</b>	

\*If the Service Address column above is blank, no Service Address is required for the Service or the Service Address is identified as a data center in the Description column.

**SLED Terms and Conditions Governing This Order**

1. “Lumen” is defined for purposes of this Order as CenturyLink Communications, LLC d/b/a Lumen Technologies Group or its affiliated entities providing Services under this Order. The Lumen entity providing Services is identified on the invoice. This Order is subject to the applicable state or municipal public records laws governing Customer and is non-binding until accepted by Lumen, as set forth in section 4. Customer places this Order by signing or otherwise acknowledging (in a manner acceptable to Lumen) this document and returning it to Lumen. Pricing is valid for 90 calendar days from the date indicated unless otherwise specified.

2. Prior to installation, Lumen may notify Customer in writing (including by e-mail) of price increases due to off-net vendors or increased construction costs. Customer has 5 business days following notice to cancel this Order without liability; or otherwise, Customer is deemed to accept the increase.

3. If a generic demarcation point (such as a street address) is provided, the demarcation point for on-net services will be Lumen’s Minimum Point of Entry (MPOE) at such location (as determined by Lumen). Off-net demarcation points will be the off-net vendor’s MPOE. If this Order identifies aspects of services that are procured by Customer directly from third parties, Lumen is not liable for such services.

4. The service(s) identified in this Order (the “Service(s)”) is/are subject to the current, unexpired services agreement between Customer and Lumen (“Existing Agreement”) provided if a service attachment describing the Services is not included in the Existing Agreement, then the current standard applicable Lumen Service Attachment(s) will apply in addition to the Existing Agreement. If Customer and Lumen do not have a current Existing Agreement, Services are subject to Lumen’s standard Master Service Agreement(s), State, Local and Education Government Agencies Version, Public Safety Version for public safety services, or E-Rate Version for E-Rate eligible services (each, a “Lumen MSA”), and applicable Service Attachment(s) for the Services described in this Order will govern, copies of which are available at <https://www.lumen.com/en-us/about/legal/business-customer-terms-conditions.html> or upon request, unless Customer has executed a service agreement with Lumen or one of its affiliates applicable to the Services on this Order. In that case, the most recent service agreement will apply to the extent not inconsistent with this Order and the current Service Schedule(s) will apply and is/are specifically incorporated into the applicable agreement by this reference. Customer will accept and pay all charges indicated on invoices for the Services.

Notwithstanding anything to the contrary, Lumen will notify Customer of acceptance of requested Service in this Order by delivering (in writing or electronically) the date by which Lumen will install Service (the “Customer Commit Date”), by delivering the Service, or by the manner described in a Service Schedule. Lumen will deliver a written or electronic notice that the Service is provisioned, at which time billing will commence. At the expiration of the Service Term, Service will continue month-to-month at the existing rates, subject to change by Lumen on 30 days’ written notice. If the service agreement or applicable service specific terms do not include cancellation or early termination charges and if Customer cancels or terminates Service for any reason other than Lumen’s uncured default or if Lumen cancels or terminates or

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cause, then Customer will pay Lumen's standard cancellation or early termination liability charges in the current standard Lumen MSA.

5. Neither party will be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement service, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Order. Customer's sole remedies for any nonperformance, outages, failures to deliver or defects in Service are contained in the service levels applicable to the affected Service.

6. Transport services ordered from Lumen will be treated as interstate for regulatory purposes except as otherwise agreed to in writing.

7. Charges for certain Services are subject to (a) a monthly property tax surcharge and (b) a monthly cost recovery fee per month to reimburse Lumen for various governmental taxes and surcharges. Such charges are subject to change by Lumen and will be applied regardless of whether Customer has delivered a valid tax exemption certificate. For additional details on taxes and surcharges that are assessed, visit <http://www.lumen.com/taxes>.

8. Unless otherwise set forth in a Service Attachment, Customer will pay Lumen's standard ancillary charges for expedites and additional activities, features, or options as set forth in the Ancillary Fee Schedule, available at <http://www.lumen.com/ancillary-fees>. If Lumen cannot complete installation due to Customer delay or inaction, Lumen may begin charging Customer and Customer will pay such charges.

9. For colocation, data center and/or hosting services, pre-arranged escorted access may be required at certain locations, and cross connect services are subject to whether facilities are available at the particular location to complete the connection.

10. Compliance with Laws. The parties comply with all laws and regulations applicable to the execution of this Order and to the provision of Services by Lumen, including, as applicable, procurement laws or regulations regarding cumulative purchases of Services by Customer.

11. E-Rate and/or RHC/HCF Funding. If Customer applies for or seeks E-Rate and/or RHC/HCF funding for the Service(s) to be provided under this Order, Customer's Service(s) will be governed by a current eligible Existing Agreement, or if Customer and Lumen do not have a current eligible Existing Agreement, the Lumen E-Rate MSA or Lumen SLED MSA with the E-Rate and/or RHC/HCF Program Addendum will apply and must be executed contemporaneously with this Order.

12. If your network service utilizes TDM technologies, then the following applies: (a) During the Service Term and on 60 days' prior written notice, Lumen may re-provision Customer's off-net TDM services ("Service Re-provision"). If Customer objects to the Service Re-provision, Customer may terminate the affected service by notifying Lumen in writing within 30 days of the date of the Service Re-provision notification; and (b) During the Service Term, Lumen may increase rates for off-net TDM services. Lumen will provide Customer 60 days' prior written notice before implementing the increase ("Rerate Notice"). If Customer objects to the increase, Customer must notify Lumen in writing within 30 days of the date of the Rerate Notice whether Customer will (i) receive the affected service on a month-to-month basis or (ii) terminate the affected service, subject to early termination liability charges. Under subsection (ii), Customer's requested disconnect date must be within 90 days of the Rerate Notice. Unless Customer so notifies Lumen, the affected service will continue to be provided at the increased rates. If Customer does not respond to the Rerate Notice, the affected service will continue to be provided at the increased rates set forth in the Rerate Notice.

13. Infrastructure Investment and Jobs Act (IIJA) Grant Programs. If Customer participates in an IIJA program, including but not limited to, the Middle Mile Grant, Tribal Connectivity Broadband, and the Broadband Equity Access and Deployment (BEAD) Grant Programs, then Customer cannot pay for Services with funds obtained through the IIJA or

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other similar grants that would obligate Lumen to provide certain information or perform certain regulatory compliance functions, unless each of those functions and obligations is explicitly identified and agreed to by the parties in the Agreement or in an amendment to the Agreement.

### **Additional Order Terms**

#### Invoices

Single prices shown above for bundled Services, or for Services provided at multiple locations, will be allocated among the individual services for the purpose of applying Taxes and regulatory fees and also may be divided on Customer's invoice by location served.

#### Activation Support

If requested by Customer, and for an additional charge, Lumen will provide assistance with activating and/or configuring equipment on Customer's side of the Demarcation Point ("Activation Support").

#### Multiple Site Services (IP VPN, ILAN, NLAN, ENLAN, Converged, Multi-VPN/VPN Connector, UNI, E-Line, E-Access, E-LAN and E-NNI)

Billing for multiple site Services will commence on the Service Date for each individual node or site. Customer networks should be engineered so that a hub-site and at least one other site are brought online first and on the same date.

Notwithstanding the foregoing, billing for E-NNI Service locations will commence when the E-NNI Service has been successfully installed and is available for Customer's use regardless of the status of other sites or configurations.

#### Equipment Recovery

Upon termination of a Service for any reason, Lumen or its representative will contact Customer to schedule a mutually acceptable time and date for retrieval of Lumen Equipment located on Customer's premises. Alternatively, Lumen may request that Customer package Lumen Equipment and return it, at Lumen's cost, to a location identified by Lumen. If Customer does not provide Lumen with access to its premises to allow Lumen to recover the Lumen Equipment within 30 days following Lumen's contact, or if Customer does not ship the Lumen Equipment to Lumen within the 30 days, then Lumen may charge Customer and Customer will pay for the replacement cost of such Equipment.

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**Signature Block**

<b>Customer: City of Reynoldsburg</b>
<b>Total MRC: \$1,445.50</b> <b>Total NRC: 0</b>
Signature:
Name:
Title:
Date:

Customer and the individual signing above represent that such individual has the authority to bind Customer to this Agreement.

**Document Generation Date: 04-07-2026**



**STAFF REPORT  
REYNOLDSBURG CITY COUNCIL**

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**DATE:** April 27, 2026

**RE:** A Resolution Authorizing the Mayor to Enter into a Lease Agreement with Modern Office Methods for the Administration, Building Department, and Clerk of Council Copiers and Waive Competitive Bidding

**APPROVALS:**

Joe Begeny  
Shanette Strickland  
Chris Shook  
Mollie Prasher

**EMERGENCY:**

**REASON FOR EMERGENCY:**

**STAFF REPORT:**

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**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A LEASE AGREEMENT WITH MODERN OFFICE METHODS FOR THE ADMINISTRATION, BUILDING DEPARTMENT, AND CLERK OF COUNCIL COPIERS AND WAIVE COMPETITIVE BIDDING**

WHEREAS, the Reynoldsburg Administration, Building Department, and Clerk of Council has three copier units and the lease agreement is expiring; and

WHEREAS, staff is recommending the renewal of a sixty month lease with Modern Office Methods, the current copier provider: and

WHEREAS, the three copier units are leased and listed on the state cooperative purchasing program; and

WHEREAS, the total fee for lease of the copier units, as well as the additional features, is \$72,321.60 per unit for the sixty month lease.

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 a lease agreement with Modern Office Methods for three (3) copiers for the Administration, Building Department, and Clerk of Council with a lease term to of sixty months at total fee of \$72,321.60 per unit.

SECTION 2. That pursuant to Reynoldsburg City Code Section 175(f) competitive bidding is hereby waived as the items are to be leased upon equivalent or better terms than the state cooperative purchasing program.

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



DOCUMENT MANAGEMENT AGREEMENT

APPLICATION NO.

AGREEMENT NO.

4747 Lake Forest Drive • Cincinnati, OH 45242 • Phone: 513.791.0909 • Fax: 513.791.0985

The words "Lessee," "you" and "your" refer to Customer. The words "Lessor," "we," "us" and "our" refer to Modern Office Methods, Inc.

CUSTOMER INFORMATION

Customer information form with fields for Full Legal Name, Street Address, City, State, ZIP, Phone, Fax, Billing Name, and Equipment Location.

EQUIPMENT WITH INDEPENDENT MINIMUMS

Table with columns: MAKE/MODEL ACCESSORIES, SERIAL NO., MONTHLY PAYMENT\*, B&W IMPRESSIONS INCLUDED / MONTH, COLOR IMPRESSIONS INCLUDED / MONTH, B&W OVERAGES\*, COLOR OVERAGES\*, STARTING METER - B&W, STARTING METER - COLOR.

OR

EQUIPMENT WITH CONSOLIDATED MINIMUMS

Table with columns: MAKE/MODEL ACCESSORIES, SERIAL NO., STARTING METER - B&W, STARTING METER - COLOR.

Summary table for Monthly Payment\* \$ 1,205.36, B&W Impressions Included / Month 9,500, Color Impressions Included / Month 7,000, B&W Overages billed at \$ 0.00839, Color Overages billed at \$ 0.05959.

TERM AND PAYMENT INFORMATION

Term in 60 Months. The payment ("Payment") period is monthly unless otherwise indicated. Meter readings verified: B&W - QUARTERLY, COLOR - QUARTERLY.

END OF TERM OPTION

You will have the following option, which you may exercise at the end of the term, provided that no event of default under this Agreement has occurred and is continuing.

Upon acceptance of the Equipment, THIS AGREEMENT IS NONCANCELABLE, IRREVOCABLE AND CANNOT BE TERMINATED.

LESSOR ACCEPTANCE

Signature line for Modern Office Methods, Inc. with fields for SIGNATURE, TITLE, and DATED.

CUSTOMER ACCEPTANCE

BY SIGNING BELOW OR AUTHENTICATING AN ELECTRONIC RECORD HEREOF, YOU CERTIFY THAT YOU HAVE REVIEWED AND DO AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT ON THIS PAGE AND ON PAGE 2 ATTACHED HERETO.

Signature line for Customer (Joe Begeny) with fields for SIGNATURE, TITLE, and DATED.

TERMS AND CONDITIONS

1. AGREEMENT: You agree to lease from us the goods, together with all replacement parts, repairs, additions, and accessories incorporated therein or attached thereto and any and all proceeds of the foregoing...

2. **OWNERSHIP; PAYMENTS; TAXES AND FEES:** We own the Equipment, excluding any Financed Items. Ownership of any Financed Items shall remain with Supplier thereof. You will pay all Payments, as adjusted, when due, without notice or demand and without abatement, set-off, counterclaim or deduction of any amount whatsoever. If any part of a Payment is more than 5 days late, you agree to pay a late charge equal to: a) the higher of 10% of the Payment which is late or \$26.00, or b) if less, the maximum charge allowed by law. The Payment may be adjusted proportionately upward or downward: (i) if the shipping charges or taxes differ from the estimate given to you; and/or (i) to comply with the tax laws of the state in which the Equipment is located. You shall pay all applicable taxes, assessments and penalties related to this Agreement, whether levied or assessed on this Agreement, on us (except on our income) or you, or on the Equipment, its lease, sale, ownership, possession, use or operation. If we pay any taxes or other expenses that are owed hereunder, you agree to reimburse us when we request. We may charge you a processing fee for administering property tax filings. You agree to pay us an origination fee of up to \$125 for all closing costs. We may apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for insufficient funds, you will pay us a service charge of \$30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

3. **EQUIPMENT; SECURITY INTEREST:** At your expense, you shall keep the Equipment: (i) in good repair, condition and working order, in compliance with applicable laws, ordinances and manufacturers' and regulatory standards; (ii) free and clear of all liens and claims; and (iii) at your address shown on page 1, and you agree not to move it unless we agree in writing. You grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement or any other agreement with us ("Other Agreements"), except amounts under Other Agreements which are secured by land and/or buildings. You authorize and ratify our filing of any financing statement(s) to show our interest. You will not change your name, state of organization, headquarters or residence without providing prior written notice to us. You will notify us within 30 days if your state of organization revokes or terminates your existence.

4. **INSURANCE; COLLATERAL PROTECTION; INDEMNITY; LOSS OR DAMAGE:** You agree to keep the Equipment fully insured against all risk, with us named as lender's loss payee, in an amount not less than the full replacement value of the Equipment until this Agreement is terminated. You also agree to maintain commercial general liability insurance with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. You will provide written notice to us within 10 days of any modification or cancellation of your insurance policy(s). You agree to provide us certificates or other evidence of insurance acceptable to us. If you do not provide us with acceptable evidence of property insurance within 30 days after the start of this Agreement, we may, at our sole discretion, do as provided in either (A) or (B) below: (A) We may secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. In addition, you agree to pay us our standard fees in connection with obtaining such insurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 2% per annum. (B) We charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT. We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, rental, manufacture, use, condition, inspection, removal, return or storage of the Equipment. All indemnities will survive the expiration or termination of this Agreement. You are responsible for any loss, theft, destruction or damage to the Equipment ("Loss"), regardless of cause, whether or not insured. You agree to promptly notify us in writing of any Loss. If a Loss occurs and we have not otherwise agreed in writing, you will promptly pay to us the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated residual value of the Equip ment, both discounted to present value at 2%. Any proceeds of insurance will be paid to us and credited against the Loss. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to a Loss.

5. **ASSIGNMENT: YOU SHALL NOT SELL, TRANSFER, ASSIGN, ENCUMBER, PLEDGE OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent.** You shall not consolidate or merge with or into any other entity, distribute, sell or dispose of all or any substantial portion of your assets other than in the ordinary course of business, without our prior written consent, and the surviving, or successor entity or the transferee of such assets, as the case may be, shall assume all of your obligations under this Agreement by a written instrument acceptable to us. No event shall occur which causes or results in a transfer of majority ownership of you while any obligations are outstanding hereunder. We may sell, assign, or transfer this Agreement without notice to or consent from you. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that our assignee will not be subject to any claims, defenses, or offsets that you may have against us. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

6. **DEFAULT AND REMEDIES:** You will be in default if: (i) you do not pay any Payment or other sum due to us or you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or fail to perform or pay under any material agreement with any other entity; (ii) you make or have made any false statement or misrepresentation to us; (iii) you or any guarantor dies, dissolves, liquidates, terminates existence or is in bankruptcy; (iv) you or any guarantor suffers a material adverse change in its financial, business or operating condition; or (v) any guarantor defaults under any guaranty for this Agreement. If you are ever in default, at our option, we can cancel this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any remedies available to us under the UCC and any other law and we may require that you immediately stop using any Financed Items. If we take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement and you will be responsible for any deficiency. In the event of any dispute or enforcement of our rights under this Agreement or any related agreement, you agree to pay our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. WE SHALL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE. Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-508 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy.

7. **INSPECTIONS AND REPORTS:** We have the right, at any reasonable time, to inspect the Equipment and any documents relating to its installation, use, main tenance and repair. Within 30 days after our request (or such longer period as provided herein), you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. This may include: (i) compiled, reviewed or audited annual financial statements (including, without limitation, a balance sheet, a statement of income, a statement of cash flow, a statement of changes in equity and notes to financial statements) within 120 days after your fiscal year end, and (ii) management-prepared interim financial statements within 45 days after the requested reporting period(s). Annual statements shall set forth the corresponding figures for the prior fiscal year in comparative form, all in reasonable detail without any qualification or exception deemed material by us. Unless otherwise accepted by us, each financial statement shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains. You authorize us to obtain credit bureau reports for credit and collection purposes and to share them with our affiliates and agents.

8. **END OF TERM:** At the end of the initial term, this Agreement shall renew for successive 12-month renewal term(s) under the same terms hereof unless you send us written notice between 90 and 150 days before the end of the initial term or at least 30 days before the end of any renewal term that you want to purchase or return the Equipment, and you timely purchase or return the Equipment. You shall continue making Payments and paying all other amounts due until the Equipment is purchased or returned. As long as you have given us the required written notice, if you do not purchase the Equipment, you will return all of the Equipment to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. YOU ARE SOLELY RESPONSIBLE FOR REMOVING ANY DATA THAT MAY RESIDE IN THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO HARD DRIVES, DISK DRIVES OR ANY OTHER FORM OF MEMORY. You cannot pay off this Agreement or return the Equipment prior to the end of the initial term without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the price of the Equipment.

9. **USA PATRIOT ACT NOTICE; ANTI-TERRORISM AND ANTI-CORRUPTION COMPLIANCE:** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each customer who opens an account. When you enter into a transaction with us, we ask for your business name, address and other information that will allow us to identify you. We may also ask to see other documents that substantiate your business identity. You and any other person who you control, own a controlling interest in, or who owns a controlling interest in or otherwise controls you in any manner ("Representatives") are and will remain in full compliance with all laws, regulations and government guidance concerning foreign asset control, trade sanctions, embargoes, and the prevention and detection of money laundering, bribery, corruption, and terrorism, and neither you nor any of your Representatives is or will be listed in any Sanctions-related list of designated persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control or successor or the U.S. Department of State. You shall, and shall cause any Representative to, provide such information and take such actions as are reasonably requested by us in order to assist us in maintaining compliance with anti-money laundering laws and regulations.

10. **MISCELLANEOUS:** Unless otherwise stated in an addendum hereto, the parties agree that: (i) this Agreement and any related documents hereto may be authenticated by electronic means; (ii) the "original" of this Agreement shall be the copy that bears your manual, facsimile, scanned or electronic signature and that also bears our manually or electronically signed signature and is held or controlled by us; and (iii) to the extent this Agreement constitutes chattel paper (as defined by the UCC), a security interest may only be created in the original. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you or we executed or authenticated such documents by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or any related documents hereto manually and to send to us the manually signed, duly executed documents via overnight courier on the same day that you send us the facsimile, scanned or electronic transmission of the documents. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. Whenever our consent is required, we may withhold or condition such consent in our sole discretion, except as otherwise expressly stated herein. From time to time, Supplier may extend to us payment terms for Equipment financed under this Agreement that are more favorable than what has been quoted to you or the general public, and we may provide Supplier information regarding this Agreement if Supplier has assigned or referred it to us. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, you are expressly consenting to receiving communications, including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system, from us and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider. You authorize us to make non-material amendments (including completing and conforming the description of the Equipment) on any document in connection with this Agreement. Unless stated otherwise herein, all other modifications to this Agreement must be in writing and signed by each party or in a duly authenticated electronic record. This Agreement may not be modified by course of performance.

11. **WARRANTY DISCLAIMERS: WE ARE LEASING THE EQUIPMENT TO YOU "AS-IS."** YOU HAVE SELECTED SUPPLIER AND THE EQUIPMENT BASED UPON YOUR OWN JUDGMENT. IN THE EVENT WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE DOES NOT TAKE RESPONSIBILITIES FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER, AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, INFRINGEMENT OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS. SO LONG AS YOU ARE NOT IN DEFAULT UNDER THIS AGREEMENT, WE ASSIGN TO YOU ANY WARRANTIES IN THE EQUIPMENT GIVEN TO US.

12. **LAW; JURY WAIVER:** This Agreement will be governed by and construed in accordance with the law of the principal place of business of Lessor or, if assigned, its assignee. You consent to jurisdiction and venue of any state or federal court in the state of Lessor or, if assigned, its assignee has its principal place of business and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, BOTH PARTIES WAIVE ALL RIGHTS TO A TRIAL BY JURY.

13. **MAINTENANCE AND SUPPLIES:** Unless indicated otherwise on page 1, you have elected to enter into a separate arrangement with Supplier for maintenance, inspection, adjustment, parts replacement, drums, cleaning material required for proper operation and toner and developer ("Arrangement"). You agree to pay all amounts owing under this Agreement regardless of any claim you have against Supplier relating to the Arrangement. Supplier will be solely responsible for performing all services and providing all supplies under the Arrangement. You agree not to hold Lessor (if different from Supplier) or any assignee of this Agreement responsible for Supplier's obligations under the Arrangement. As a convenience to you, we will provide you with one invoice covering amounts owing under this Agreement and the Arrangement. If necessary, Supplier's obligations to you under the Arrangement may be assigned by us. You agree to pay a monthly supply freight fee to cover the costs of shipping supplies to you. Each month, you are entitled to produce the minimum number of impressions shown on page 1 for each applicable impression type. Regardless of the number of impressions made, you will never pay less than the minimum Payment. All 11" x 17" impressions will count as two meter impressions per side. You agree to provide periodic meter readings on the Equipment. If you fail to provide meter readings in a timely manner, we, at our discretion, may assess you a meter administration fee for each meter affected. You agree to pay the applicable average charge for each metered impression that exceeds the applicable minimum number of impressions. Impressions made on equipment marked as not financed under this Agreement will be included in determining your impression and average charges. At the end of the first year of this Agreement, and once each successive 12-month period thereafter, the maintenance and supplies portion of the Payment and the average charges may be increased by a maximum of 15% of the existing payment or charge. In order to facilitate an orderly transition, the start date of this Agreement will be the date the Equipment is delivered to you or a date designated by us, as shown on the first invoice. If a later start date is designated, in addition to all Payments and other amounts due hereunder, you agree to pay us a transitional payment equal to 1/30th of the Payment, multiplied by the number of days between the date the Equipment is delivered to you and the designated start date. The first Payment is due 30 days after the start of this Agreement and each Payment thereafter shall be due on the same day of each month.

## STATE AND LOCAL GOVERNMENT ADDENDUM (OH, KY, IN, PA)

Addendum to Agreement # \_\_\_\_\_ and any future supplements/schedules thereto, between City of Reynoldsburg, as Customer ("Customer") and Modern Office Methods, Inc., as Lessor. The words "you" and "your" refer to Customer. The words "we" and "us" refer to Lessor. In the event of any conflict between the terms and conditions of the Agreement and this Addendum, the terms and conditions of this Addendum shall control, and in the event of any conflict between the general provisions of this Addendum and any provision of this Addendum that expressly applies to you only if you are a political subdivision, county, city, or school district of specific state ("State-Specific Provision"), then the State Specific Provision shall control.

### 1. The parties wish to amend the above-referenced Agreement by adding the following language:

**REPRESENTATIONS AND WARRANTIES OF CUSTOMER:** You hereby represent and warrant to us that: (i) you have been duly authorized under the Constitution and laws of the applicable jurisdiction and by a resolution or other authority of your governing body to execute and deliver this Agreement and to carry out your obligations hereunder; (ii) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement; (iii) this Agreement is in compliance with all laws applicable to you, including any debt limitations or limitations on interest rates or finance charges; (iv) the Equipment will be used by you only for essential governmental or proprietary functions of you consistent with the scope of your authority, will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use, and your need for the Equipment is not expected to diminish during the term of this Agreement; (v) you have funds available to pay Payments until the end of your current appropriation period, and you intend to request funds to make Payments in each appropriation period, from now until the end of the term of this Agreement; and (vi) your exact legal name is as set forth on page one of this Agreement.

**INITIAL TERM AND RENEWAL TERM(S):** The term of the Agreement consists of an initial term beginning on the date we pay Supplier and ending at the end of your fiscal year in which we pay Supplier, and a series of renewal terms, each co-extensive with your fiscal year. Except to the extent required by applicable law, if you do not exercise your right to terminate the Agreement under the Non-Appropriation or Renewal paragraph as of the end of any fiscal year, the Agreement will be deemed automatically renewed for the next succeeding renewal term.

An election by you to terminate the Agreement under the Non-Appropriation or Renewal paragraph is not a default.

Notwithstanding anything to the contrary set forth in the Agreement, if we cancel the Agreement following a default by you, we may require that you pay the unpaid balance of Payments under the Agreement through the end of your then-current fiscal year, but we may not require you to pay future Payments due beyond that fiscal year or the anticipated residual value of the Equipment. If we sell the Equipment following a default by you, you will not be responsible for a deficiency, except to the extent of our costs of repossession, moving, storage, repair and sale, and our attorneys' fees and costs.

**NON-APPROPRIATION OR RENEWAL:** If either sufficient funds are not appropriated to make Payments or any other amounts due under this Agreement or (to the extent required by applicable law) this Agreement is not renewed either automatically or by mutual ratification, this Agreement shall terminate and you shall not be obligated to make Payments under this Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, you shall, no later than the end of the fiscal year for which Payments have been appropriated or the term of this Agreement has been renewed, deliver possession of the Equipment to us. If you fail to deliver possession of the Equipment to us, the termination shall nevertheless be effective but you shall be responsible, to the extent permitted by law and legally available funds, for the payment of damages in an amount equal to the portion of Payments thereafter coming due that is attributable to the number of days after the termination during which you fail to deliver possession and for any other loss suffered by us as a result of your failure to deliver possession as required. You shall notify us in writing within seven days after (i) your failure to appropriate funds sufficient for the payment of the Payments or (ii) to the extent required by applicable law, (a) this Agreement is not renewed or (b) this Agreement is renewed by you (in which event this Agreement shall be mutually ratified and renewed), provided that your failure to give any such notice under clause (i) or (ii) of this sentence shall not operate to extend this Agreement or result in any liability to you.

("Supplement") under the above-referenced Agreement, such Supplement, as it incorporates the terms and conditions of the Agreement, shall be a separate financing distinct from the Agreement or other Supplements thereto. Without limiting the foregoing, upon the occurrence of an event of default or a non-appropriation event with respect to the Agreement or a Supplement (each, a separate "Contract"), as applicable, we shall have the rights and remedies specified in the Agreement with respect to the Equipment financed and the Payments payable under such Contract, and we shall have no rights or remedies with respect to Equipment financed or Payments payable under any other Contract unless an event of default or non-appropriation event has also occurred under such other Contract.

### 2. The parties wish to amend the above-referenced Agreement by restating certain language as follows:

Any provision in the Agreement stating that you shall indemnify and hold us harmless is hereby amended and restated as follows: "You shall not be required to indemnify or hold us harmless against liabilities arising from this Agreement. However, as between you and us, and to the extent permitted by law and legally available funds, you are responsible for and shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that you shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after you have surrendered possession of the Equipment in accordance with the terms of this Agreement to us or that arise directly from our gross negligence or willful misconduct."

Any provision in the Agreement stating that the Agreement is governed by a particular state's laws and you consent to such jurisdiction and venue is hereby amended and restated as follows: "This Agreement will be governed by and construed in accordance with the laws of the state where you are located. You consent to jurisdiction and venue of any state or federal court in such state and waive the defense of inconvenient forum."

Any provision in the Agreement stating this Agreement supersedes any invoice and/or purchase order is hereby amended and restated as follows: "You agree that the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes any purchase order, invoice, request for proposal, response or other related document."

Any provision in the Agreement stating that this Agreement shall automatically renew unless the Equipment is purchased, returned or a notice requirement is satisfied is hereby amended and restated as follows: "Unless the purchase option is \$1.00 or \$101.00, you agree to send us written notice at least 30 days before the end of the final renewal term that you want to purchase or return the Equipment, and you agree to so purchase or return the Equipment not later than the end of the final renewal term. If you fail to so purchase or return the Equipment at or before the end of the final renewal term, you shall be a holdover tenant with respect to this Agreement and the Equipment, and this Agreement shall renew on a month-to-month basis under the same terms hereof until the Equipment has been purchased or returned."

Any provision in the Agreement stating that we may assign this Agreement is hereby amended and restated as follows: "We may sell, assign, or transfer this Agreement without notice to or consent from you, and you waive any right you may have to such notice or consent."

Any provision in the Agreement stating that you grant us a security interest in the Equipment to secure all amounts owed to us under any agreement is hereby amended and restated as follows: "To the extent permitted by law, you grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement and any supplements hereto. You authorize and ratify our filing of any financing statement(s) and the naming of

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

Any provision in the Agreement stating that a default by you under any agreement with our affiliates or other lenders shall be an event of default under the Agreement is hereby amended and restated as follows: "You will be in default if: (i) you do not pay any Payment or other sum due to us under this Agreement when due or you fail to perform in accordance with the covenants, terms and conditions of this Agreement; (ii) you make or have made any false statement or misrepresentation to us; or (iii) you dissolve, liquidate, terminate your existence or are in bankruptcy.

Any provision in the Agreement stating that you shall pay our attorneys' fees is hereby amended and restated as follows: "In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay, to the extent permitted by law and to the extent of legally available funds, our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee."

Any provision in the Agreement requiring you to pay amounts due under the Agreement upon the occurrence of a default, failure to appropriate funds or failure to renew the Agreement is hereby amended to limit such requirement to the extent permitted by law and legally available funds.

**3. If your end-of-term option is the purchase of all Equipment for \$1.00 or \$101.00, the following applies:** Unless otherwise required by law, upon your acceptance of the Equipment, title to the Equipment shall be in your name, subject to our interest under this Agreement ; provided, however, that if you are a political subdivision of the State of Ohio, and if your end-of-term option is the purchase of all Equipment for \$1.00 or \$101.00, title to the Equipment shall be in our name, subject to your interest under the Agreement.

**4. With respect to any "Financed Items," the following provisions shall be applicable to such Financed Items:**

This Addendum concerns the granting to you of certain software and/or software license(s) ("Licensed Software"), the purchase by you of certain software components, including but not limited to, software maintenance and/or support ("Products") and/or the purchase by you of certain implementation, integration, training, technical consulting and/or professional services in connection with software ("Services") (collectively, the "Financed Items") from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as further described in the agreement(s) between you and Supplier (collectively, the "Product Agreement"). For essential governmental purposes only, you have requested and we have agreed that instead of you paying the fees pursuant to the Product Agreement to Supplier for the Financed Items, we will satisfy your obligation to pay such fees to Supplier, and in consideration thereof, you shall repay the sums advanced by us to Supplier by promptly making certain installment payments to us, which are included in the Payments set forth in the Agreement.

To the extent permitted by law, you grant us a security interest in the license(s), including without limitation, all of your rights in the Licensed Software granted thereunder, the Products, all rights to payment under the Product Agreement, the Financed Items, and all proceeds of the foregoing to secure all amounts you owe us under this Agreement. You authorize and ratify our filing of any financing statement(s) to show our interest.

Ownership of any Licensed Software shall remain with Supplier thereof. All Financed Items shall be provided by a Supplier unrelated to us, and your rights with respect to such Financed Items shall be governed by the Product Agreement between you and Supplier, which shall not be affected by this Agreement. **IN NO EVENT SHALL WE HAVE ANY OBLIGATION TO PROVIDE ANY FINANCED ITEMS AND ANY FAILURE OF SUPPLIER**

By signing this Addendum, Customer acknowledges the applicable changes noted above are incorporated by reference into the Agreement. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer. Customer has caused this Addendum to be executed by its duly-authorized officer as of the date below.

**Modern Office Methods, Inc.**

Lessor

Signature

Title

Date

**City of Reynoldsburg**

Customer

**X**

Signature

Mayor

Title

2/17/2026

Date

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.



### Sales and Use Tax Blanket Exemption Certificate

The purchaser hereby claims exception or exemption on all purchases of tangible personal property and selected services made under the certificate from:

Modern Office Methods, Inc.

(Vendor's name)

and certifies that the claim is based upon the purchaser's proposed use of the items or services, the activity of the purchase, or both, as shown hereon:

Government

*Purchaser must state a valid reason for claiming exception or exemption.*

City of Reynoldsburg

Purchaser's name

Government

Purchaser's type of business

7232 E Main St

Street address

Reynoldsburg, OH 43068

City, state, ZIP code

Signature

Mayor

Title

2/17/2026

Date signed

Vendor's license number, if any

Vendors of motor vehicles, titled watercraft and titled outboard motors may use this certificate to purchase these items under the "resale" exception. Otherwise, purchaser must comply with either rule 5703-9-10 or 5703-9-25 of the Administrative Code. This certificate cannot be used by construction contractors to purchase material for incorporation into real property under an exempt construction contract. Construction contractors must comply with rule 5703-9-14 of the Administrative Code.



# Installation Site Survey

Date: 2/17/2026

## 1. Customer Site Information

Company Name: City of Reynoldsburg		IT Contact Name: Bryce Link	
Contact Name: Jessica Rosenthal		IT Contact Email: blink@kgtechnology.com	
Address: 7232 E Main St		Internal: <input type="checkbox"/> No IT Contact: <input type="checkbox"/> Phone: 614-602-4202 x 115	
City: Reynoldsburg	State: OH	Zip: 43068	Outsourced IT: <input checked="" type="checkbox"/> IT Firm Name: Kirch Group Technology
Phone: 614-322-6846		Email: jrosenthal@reynoldsburg.gov	
Number of devices to connect: 3		List each unit on page 3	
Stairs? <input type="checkbox"/> YES <input type="checkbox"/> NO	Elevator? <input type="checkbox"/> YES <input type="checkbox"/> NO	Loading Dock? <input type="checkbox"/> YES <input type="checkbox"/> NO	

## 2. Connectivity, Software and Features

Network Environment: <input type="checkbox"/> No Server <input type="checkbox"/> Server OS	Environment OS: <input type="checkbox"/> Windows <input type="checkbox"/> Mac	Scan Setup: <input type="checkbox"/> Scan to Email <input type="checkbox"/> Scan to Folder	Data Access: <input type="checkbox"/> Fax Line w/in 6FT <input type="checkbox"/> Data Line w/in 3FT
Software to be installed? <input type="checkbox"/> YES <input type="checkbox"/> NO		Address Book Transfer: <input type="checkbox"/> YES <input type="checkbox"/> NO	
Describe:		SMTP Require Authentication*: <input type="checkbox"/> YES <input type="checkbox"/> NO	
Fiery: <input type="checkbox"/> YES <input type="checkbox"/> NO		If SMTP Authentication is required username and password must be provided at installation.	

## 3. FAX Settings

FAX Forwarding to Folder: <input type="checkbox"/> YES <input type="checkbox"/> NO	FAX Forward to Email: <input type="checkbox"/> YES <input type="checkbox"/> NO
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## 4. Data Collection Agent (DCA)

Modern Office Methods would like to install a DCA on your network so we can more effectively care for your equipment needs. This DCA will send basic MIB data to us which includes equipment information such as meter reads, models, serial numbers and toner levels. This information will allow us to gather your contracted meter data without interfering with the productivity of your employees and will assist us in monitoring the serviceability of your equipment.

DCA Install Approved:  DCA Already Installed:

## 5. Post Installation Training & Additional Information

Contact: Jessica Rosenthal	Phone: 614-322-6846	Email: jrosenthal@reynoldsburg.gov
Special Instructions:		
Sales Rep: Dan Lamatrice		
Other Notes:		

## Client Responsibilities:

Data ports, network drops, network cables, USB/Firewire/Parallel cables, network switches, analog fax ports, fax cables and power receptacles are to be provided by the client.

- Provide a dedicated polarized electrical power outlet.
- Provide a dedicated analog fax line if faxing is required.
- Provide a dedicated active network port and proper cabling.
- Provide adequate space for the equipment meeting the manufacturer's specifications.
- Provide a network administrator on site or have administrator available by phone for installation support and training.

## Network Services and Installation Rates Charge:

Includes hardware set-up/delivery, and installation of print drivers on up to 4 computers per device. Also includes remote support and one additional on-site visit (up to 4 hours) for PRINT, SCAN, and NETWORK FAX issues. Network Services support, renews annually and is billed with your Lease or Service Agreement. Support for customers who have declined these will be billed at MOM's prevailing rate.

## Connectivity Warranty:

Modern Office Methods warrants the connectivity for 30 days. In any instance, even within the 30-day warranty period, the client updates the operating system, upgrades the network server, change network provider and (or) purchases a new workstation, thus requiring additional service(s) connecting the Modern Office Methods device; this service will be billed at a rate of \$150.00 per hour with a 1 hour minimum.

## Software Acknowledgement:

Client hereby acknowledges that it has requested Modern Office Methods to install certain software or hardware products ("the products") on client's computer hardware, peripherals, network hardware, and network software ("the computer"). Client acknowledges that Modern Office Methods has no knowledge or control over the type of software currently on the client's computer or the environment in which it operates some software, including existing software which may contain configurations or algorithms which are incompatible with the products. Client acknowledges that because of these and other factors which are beyond the control of Modern Office Methods, there are risks associated with the installation or service of the products including, without limitations, the risk that the data on the computer may be damaged or deleted. Client acknowledges that it is advisable and the sole responsibility of the client, prior to installation or service of products, to back up all data contained on the computer which the client, in its sole discretion, deems necessary, including, without limitations, all directories, subdirectories and partitions. If any data is damaged or deleted, client is responsible for restoring such data to the computer. In consideration of Modern Office Methods agreeing to perform such installation, client agrees for itself, its employees, agents, successors and assigns from any and all claims, debts, costs, liabilities, expenses, damages, actions and causes of action of service, maintenance, function or use of the products and the actions of any employees or agents of Modern Office Methods related to the installation, maintenance, function, or use of the software or hardware.

Additional Network Support is available through Modern Office Methods and provides network service offerings including computer and network support, internet firewalls, multi-location support, remote access, network installations, troubleshooting services, and project management. Ask your Account Manager for more information.

Customer Representative: \_\_\_\_\_

Date: 2/17/2026

Sales Representative: Dan Lamatrice



## Client Asset Pick-Up Authorization

- Remove and Transfer Ownership to MOM:** I request that Modern Office Methods (MOM) remove the asset(s) indicated below including all accessories. I acknowledge that we (client) own the equipment & are transferring ownership of the asset(s) wholly to Modern Office Methods. I understand that we will remain responsible for all current and future charges due on the asset(s) including, but not limited to, lease payments, lease buyouts, service invoices, etc. We will hold Modern Office Methods harmless for all charges due against the asset(s). We agree that the asset(s) will not be available for return once MOM receives the asset(s).
- Return to Leasing Company with RMA:** I request that Modern Office Methods (MOM) remove the asset(s) indicated below including all accessories and arrange to have the asset(s) returned to the leasing company per the leasing company's instructions. I acknowledge that we (Client) are responsible for all current and future charges due on the lease agreement(s) and will hold Modern Office Methods harmless for any and all additional charges incurred due to return delays, missing items/accessories, or damage that occurs to asset(s). Return shipping charges of \$500 per device will apply.
- Store in MOM Warehouse:** I request that Modern Office Methods (MOM) remove the asset(s) indicated below including all accessories and store the asset(s) in MOM's warehouse. I acknowledge that Modern Office Methods is not insuring the asset(s) and we (client) will hold MOM harmless for any loss or damage to the asset(s) that occurs outside of MOM's control. Storage charges to client will be billed at the rate of \$100 per month per device, plus a \$150 transportation fee each direction to and from the client's location. These fees are payable on the first day of each month the asset(s) are in MOM's custody and will continue until MOM returns the asset(s) or has been instructed in writing to dispose of the asset(s). We (MOM) will schedule your machine(s) to be returned at your requested dates, but you (Client) understand that it is your responsibility to request return of the asset(s) in writing within 30 days prior to your requested return date.

Client agrees to hold Modern Office Methods, its owners, employees & assigns harmless from any & all claims, including attorney's fees and costs. Client acknowledges its full responsibility for any damages and/or financial penalties which may be incurred.

Print Name: Joe Begeny Signature Requested: \_\_\_\_\_ Return Date: \_\_\_\_\_

## Hard Drive Security-please select option for each returned device

- Quick Format:** I understand this procedure eliminates the path to find information on the hard drive, but does not clear the hard drive of all data. While it would be tremendously difficult, if someone has the appropriate tools it may be possible to get data from the hard drive, thus posing a potential security risk. There is no charge for this service.
- Secure Hard Drive Overwrite meeting DoD Standard Requirements:** I understand that once overwritten, the data will not be recoverable. I agree to pay MOM \$175 per hard drive they overwrite and understand that some devices have more than one hard drive. MOM will provide an overwrite certificate upon completion.
- Removal:** I understand MOM will remove the hard drive for \$300. MOM will only perform this service on machines we sell or service. I understand that hard drive removal may render the machine inoperable and agree to hold MOM harmless for all loss of data and machine functionality. We will replace the hard drive with one that should make the machine operable, but, it will remain your responsibility that the machine operates properly.





AGREEMENT NO.

# REQUEST FOR CERTIFICATE OF INSURANCE (EQUIPMENT)

THIS FORM IS PROVIDED FOR THE CUSTOMER TO APPROVE AND FORWARD TO ITS INSURERS.

\*\*\*\*\*PLEASE FILL IN YOUR INSURANCE INFORMATION\*\*\*\*\*

Insurable Value: \$99,602.00

TO: Customer's Insurance Agent

Description of Item(s) to be insured:

Name of Agency: \_\_\_\_\_

IMC6010, IMC3510, IMC3510

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

We have entered into an Agreement with Modern Office Methods, Inc. for item(s) described above. This is a "NET" Agreement and we are responsible for the insurance. The insurance policy must be for the full original cost and include a provision for the following requirements:

- 1. **Certificate of Property Coverage:** Customer must carry PROPERTY insurance in an amount no less than the Insurance Value (with deductibles no more than \$25,000). Creditor AND/OR ASSIGNS shall be listed as LENDOR'S LOSS PAYEE on such policy.
- 2. The Certificate Holder on the above-referenced policy shall be listed as follows:

Modern Office Methods, Inc. AND/OR ITS ASSIGNS  
4747 Lake Forest Drive  
Cincinnati, OH 45242

- 3. Email a copy of the revised Certificate of Insurance to [leasing@momnet.com](mailto:leasing@momnet.com).

I authorize the above agent to immediately place the insurance coverage required for the described item(s). Please issue a binder of insurance to the above-named **Lender's Loss Payee** by return mail and replace it with the original insurance policy or endorsement within thirty (30) days. Please be sure that the Agreement number referenced above is included somewhere on the documentation package.

City of Reynoldsburg

Customer

**X**  
\_\_\_\_\_  
Signature

Mayor 2/17/2026  
Title Date

NOTE: SIGNER OF THIS DOCUMENT MUST BE SAME AS ON THE AGREEMENT. A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.





**STAFF REPORT  
REYNOLDSBURG CITY COUNCIL**

---

**DATE:** April 27, 2026

**RE:** A Resolution Authorizing the Mayor to Accept a Northeast Ohio Public Energy Council (NOPEC) Energized Community Grant

**APPROVALS:**

Joe Begeny  
Shanette Strickland  
Chris Shook  
Mollie Prasher

**EMERGENCY:**

**REASON FOR EMERGENCY:**

**STAFF REPORT:**

This resolution allows the Mayor to enter into a Grant agreement with the Northeast Public Ohio Energy Council (NOPEC). This grant will reimburse the City for energy efficient vehicle purchases.

---

**A Resolution Authorizing the Mayor to Accept a Northeast Ohio Public Energy Council (NOPEC) Energized Community Grant**

WHEREAS, the City of Reynoldsburg (Grantee), Ohio is a member of the Northeast Ohio Public Energy Council (NOPEC) and is eligible for one or more NOPEC Energized Community Grant(s) for 2026 (NEC grant(s)) as provided for in the NEC Grant Program guidelines; and

WHEREAS, the Grantee wishes to enter into a grant agreement with NOPEC, Inc. in substantially the form presented to this Council to receive one or more NEC grant(s).

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF REYNOLDSBURG FOR THE COUNTIES OF FRANKLIN, LICKING AND FAIRFIELD, STATE OF OHIO, THAT:

SECTION 1. This Council finds and determines that it is in the best interest of the Grantee to

enter into the Grant Agreement to accept the NEC grant(s) for 2026, and hereby authorizes the Mayor to execute the Grant Agreement to accept the NEC grant funds.

SECTION 2. This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council, and of any committees that resulted in those formal actions, were in meetings open to the public in compliance with the law.

SECTION 3. This Resolution will be effective immediately upon passage by Council and the signature of the Mayor.



**STAFF REPORT  
REYNOLDSBURG CITY COUNCIL**

---

**DATE:** April 27, 2026

**RE:** A Resolution Authorizing the Mayor to Sign the Proposed Opioid Litigation Settlement Plan of Claims Against Six Remnant Defendants (Associated Pharmacies, Inc., J M Smith Corporation, Louisiana Wholesale Drug Company, Inc. Morris and Dickson Co. North Carolina Mutual Wholesale Drug Company, Inc., United Foods, Inc.)

**APPROVALS:**

Joe Begeny  
Shanette Strickland  
Chris Shook  
Mollie Prasher

**EMERGENCY:**

**REASON FOR EMERGENCY:**

**STAFF REPORT:**

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**A Resolution Authorizing the Mayor to Sign the Proposed Opioid Litigation Settlement Plan of Claims Against Six Remnant Defendants (Associated Pharmacies, Inc., J M Smith Corporation, Louisiana Wholesale Drug Company, Inc. Morris and Dickson Co. North Carolina Mutual Wholesale Drug Company, Inc., United Foods, Inc.)**

WHEREAS, the City of Reynoldsburg is a municipal entity formed and organized pursuant to the Constitution and laws of the state of Ohio; and

WHEREAS, the people of the state of Ohio and its communities have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities within the opioid pharmaceutical supply chain; and

WHEREAS, the state of Ohio, through its local governments, their elected representatives and counsels, are separately engaged in litigation seeking to hold opioid pharmaceutical supply

chain participants accountable for the damage caused by their misfeasance, nonfeasance and malfeasance; and

WHEREAS, the state of Ohio, through its local governments, share a common desire to abate and alleviate the impacts of that misfeasance, nonfeasance and malfeasance throughout the state of Ohio; and

WHEREAS, this Council authorizes the Mayor to enter into the proposed Remnant Defendants Opioid Settlement relating to the allocation and the use of the proceeds of any potential settlements described; and

WHEREAS, a settlement proposal is being presented to Ohio municipalities with six distributors/dispenser defendants (Remnant Defendants Settlement) including Associated Pharmacies, Inc. (and American Associated Pharmacies), J M Smith Corporation, Louisiana Wholesale Drug Company, Inc., Morris and Dickson Co., North Carolina Mutual Wholesale Drug Company, Inc. and United Natural Foods, Inc. (and its subsidiaries SuperValu and Advantage Logistics); and

WHEREAS, the Mayor, City Attorney, and City Auditor recommend that the City enter into and authorize participation in the settlement so proposed.

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

SECTION 1. That the Reynoldsburg City Council hereby accepts and approves the proposed settlement on behalf of the City of Reynoldsburg with the Remnant Defendants Settlement.

SECTION 2. The Mayor, City Attorney, and City Auditor are hereby authorized to take all steps necessary to resolve these matters in accordance with the terms of a Participation Agreement to be distributed with the participating communities.

SECTION 3. This Resolution shall be in full force and effect immediately upon its passage and become effective immediately upon its adoption by Council.

National Opioids Settlements: Six Remnant Defendants  
Notice and Claims Administrator  
[opioidsparticipation@rubris.com](mailto:opioidsparticipation@rubris.com)

To: Reynoldsburg city, OH  
Reference Number: CL-2019702

***THIS SETTLEMENT OVERVIEW CONTAINS IMPORTANT INFORMATION ABOUT  
THE SIX REMNANT DEFENDANTS NATIONAL OPIOID SETTLEMENT***

**SIX REMNANT DEFENDANTS SETTLEMENT OVERVIEW**

A new national opioid settlement has been reached with six regional distributors/dispenser defendants (Remnant Defendants Settlement): Associated Pharmacies, Inc (and American Associated Pharmacies); J M Smith Corporation; Louisiana Wholesale Drug Company, Inc.; Morris and Dickson Co.; North Carolina Mutual Wholesale Drug Company, Inc.; and United Natural Foods, Inc. (including its subsidiaries SuperValu and Advantage Logistics) (Six Remnant Defendants). There is one settlement agreement covering the combined settlement with the Six Remnant Defendants.

If effectuated, the proposed Remnant Defendants Settlement will result in the the Six Remnant Defendants paying a combined \$97,625,000.00 in cash for purposes of abating the opioid epidemic. An Eligible Entity's participation in the Remnant Defendants Settlement, the Settlement will result in a one-time settlement payment to each Eligible Entity. The Settlement funds must be used for the *Core Strategies and Approved Uses* set forth in Exhibit D of the Remnant Defendant Settlement Agreement.

The Remnant Defendants Settlement does not include State Attorneys General or any amount allocated to a State. Rather, this Settlement will be distributed only and directly to any Eligible Entity that participates by signing and returning the *Combined Subdivision Participation and Release Form* by the deadline.

The allocation to participating entities will be calculated using the national Denver model but removing from the equation any amount that the Denver model would allocate to a State Attorney General or a State allocation. Specifically, the interstate allocation formula will be used to calculate what amount should go to all the subdivisions in each state and then apply the intrastate allocation as between all subdivisions who are either a litigating subdivision or a non-litigating subdivision with a population of 30,000 or more. Using that methodology, a national pro-rata percentage was created. That allocation percentage of participation is reflected in Exhibit E of the Remnant Defendant Settlement Agreement.



Eligible Entities must decide whether to participate by **Monday, May 4, 2026.**

## **WHO IS RUBRIS INC. AND WHAT IS THE NOTICE AND CLAIMS ADMINISTRATOR?**

The Settlement provides that a Notice and Claims Administrator will provide notice and manage the collection of participation forms. Rubris, Inc. is the Notice and Claims Administrator for this new Settlement and was also retained for the prior national opioid settlements.

## **WHY IS YOUR ENTITY RECEIVING THIS NOTICE?**

Your entity is eligible to participate in this Settlement. This Notice is also sent directly to counsel for each Eligible Entity if the Notice and Claims Administrator has their information. *If you are represented by an attorney with respect to opioid claims, please contact them.*

## **WHERE CAN YOU FIND MORE INFORMATION?**

Detailed information about the Settlement may be found at:

<https://nationalopioidsettlement.com>

You are encouraged to review the Settlement Agreement terms and discuss the terms and benefits with your counsel. Each Eligible Entity will need to decide whether to participate in the proposed Settlement, and entities are encouraged to work through this process before the Monday, May 4, 2026, deadline.

## **HOW DO YOU PARTICIPATE IN THE SETTLEMENT?**

The Settlement requires that each Eligible Entity take affirmative steps to “opt in” to the Settlement. You will receive the *Combined Subdivision Participation and Release Form* via DocuSign along with instructions from the Implementation Administrator. In order to participate in this Settlement, a person with authority must sign and return the required *Combined Subdivision Participation and Release Form*. DocuSign remains the preferred method of submission of the needed form.

The participation rate will be used to determine whether participation for each *Remnant Defendant* is sufficient to move forward. If the Settlement moves forward, your release will become effective as to that *Remnant Defendant*. If the settlement as to any *Remnant Defendant* does not move forward, the release as to that *Remnant Defendant* will not become effective.

Please add the following email addresses to your “safe” list so emails do not go to spam / junk folders: *dse\_na3@docusign.net* and *opioidsparticipation@rubris.com*. Please monitor your email for the Participation Form and instructions.



All required documentation must be signed and returned on or before Monday, May 4, 2026. Upon effectuation of the Remnant Defendants Settlement, each Eligible Entity will be provided with a link to a portal where you will enter contact and payment information to receive settlement funds.





**STAFF REPORT  
REYNOLDSBURG CITY COUNCIL**

---

**DATE:** April 27, 2026

**RE:** A Resolution Authorizing the Mayor to Enter into a Lease Agreement with Modern Office Methods for a Copier for the Police Department and Waive Competitive Bidding.

**APPROVALS:**

Joe Begeny  
Shanette Strickland  
Chris Shook  
Mollie Prasher

**EMERGENCY:**

**REASON FOR EMERGENCY:**

**STAFF REPORT:**

Requesting authorization for the Mayor to enter into a lease agreement with Modern Office Methods, 4747 Lake Forest Drive, Cincinnati, Ohio 45242 for one (1) copier for the Police Department replacing the existing copier. Lease term will be 60 months and the total savings per year is \$2,475.84.

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**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A LEASE AGREEMENT WITH MODERN OFFICE METHODS FOR THE COPIERS FOR THE POLICE DEPARTMENT AND WAIVE COMPETITIVE BIDDING**

WHEREAS, the Reynoldsburg Police Department has two copier units with expiring lease agreements; and

WHEREAS, the Police Department is requesting the renewal of a sixty month lease with Modern Office Methods, for two new copier units.

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 a lease agreement with Modern Office Methods for two (2) copiers for the Police Department with a lease term to of sixty months at total fee of \$30,613.80.

SECTION 2. That pursuant to Reynoldsburg City Code Section 175 competitive bidding is hereby suspended as this vendor is a preferred member.

SECTION 3. That upon adoption by Council, this Resolution shall be in effect immediately following the signature of the Mayor.



**STAFF REPORT  
REYNOLDSBURG CITY COUNCIL**

---

**DATE:** April 27, 2026

**RE:** A Resolution Authorizing the Mayor to Enter into an Agreement with OSU for Police and Pension Occupational Medical Exams

**APPROVALS:**

Joe Begeny  
Shanette Strickland  
Chris Shook  
Mollie Prasher

**EMERGENCY:**

**REASON FOR EMERGENCY:**

**STAFF REPORT:**

---

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH OSU FOR POLICE AND PENSION OCCUPATIONAL MEDICAL EXAMS**

WHEREAS, the City of Reynoldsburg Police Department wishes to obtain occupational medicine services for its employees; and

WHEREAS, The Ohio State University Wexner Medical Center, through its team of physicians and healthcare practitioners, treats work-related and other occupational medicine health concerns, and provides employment exams, health screening, and physical exams; and

WHEREAS, the City desires to enter into a contractual arrangement for OSU to provide the occupational medicine services to police department employees.

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 a contract with The Ohio

State University Wexner Medical Center for occupational medical services for the City's police department.

SECTION 2. Upon adoption by Council, this Resolution shall be in effect immediately following the approval of Council and the signature of the Mayor.



**STAFF REPORT  
REYNOLDSBURG CITY COUNCIL**

---

**DATE:** April 27, 2026

**RE:** A Resolution Authorizing the Mayor to Enter into a Contract with Pyrotecnico Fireworks Inc. for the 2026 July 4th Fireworks and Waive Competitive Bidding

**APPROVALS:**

Joe Begeny  
Shanette Strickland  
Chris Shook  
Mollie Prasher

**EMERGENCY:**

**REASON FOR EMERGENCY:**

**STAFF REPORT:**

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**A Resolution Authorizing the Mayor to Enter into a Contract with Pyrotecnico Fireworks Inc. for the 2026 July 4th Fireworks Event and Waive Competitive Bidding**

**WHEREAS**, the fireworks display is an integral part of the City of Reynoldsburg 4th of July Festival, which has been a City of Reynoldsburg community institution for years; and

**WHEREAS**, the fireworks display is one of the largest community gatherings in the City of Reynoldsburg; and

**WHEREAS**, a significant number of attendees are visitors to the community, with many of those visitors supporting other businesses and activities while they are in the community; and

**WHEREAS**, the City of Reynoldsburg agrees to enter into a contract with Pyrotecnico Fireworks Inc. for \$55,500.00, which was included in the City's Public Service Department 2026 Budget.

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

**REYNOLDSBURG, OHIO:**

**SECTION 1.** That the Mayor is authorized to enter into a contract with Pyrotecnico Fireworks Inc. for the amount of \$55,500.00 for the 2026 fireworks display.

**SECTION 2.** That this purchase is authorized to waive competitive bidding pursuant to ORC Section 175.01(d).

**SECTION 3.** These funds were included in the City's Public Service Department 2026 Budget and will be paid from account number 110-448-5303 Community Events.

**SECTION 4.** That this Resolution will be effective immediately upon approval of Council and the signature of the Mayor.



**STAFF REPORT  
REYNOLDSBURG CITY COUNCIL**

---

**DATE:** April 27, 2026

**RE:** A Resolution Authorizing the Mayor to Enter into a Lease Agreement with Modern Office Methods for the Administration, Building Department, and Clerk of Council Copiers and Waive Competitive Bidding

**APPROVALS:**

Joe Begeny  
Shanette Strickland  
Chris Shook  
Mollie Prasher

**EMERGENCY:**

**REASON FOR EMERGENCY:**

**STAFF REPORT:**

---

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A LEASE AGREEMENT WITH MODERN OFFICE METHODS FOR THE ADMINISTRATION, BUILDING DEPARTMENT, AND CLERK OF COUNCIL COPIERS AND WAIVE COMPETITIVE BIDDING**

WHEREAS, the Reynoldsburg Administration, Building Department, and Clerk of Council has three copier units and the lease agreement is expiring; and

WHEREAS, staff is recommending the renewal of a sixty month lease with Modern Office Methods, the current copier provider: and

WHEREAS, the three copier units are leased and listed on the state cooperative purchasing program; and

WHEREAS, the total fee for lease of the copier units, as well as the additional features, is \$72,321.60 per unit for the sixty month lease.

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 a lease agreement with Modern Office Methods for three (3) copiers for the Administration, Building Department, and Clerk of Council with a lease term to of sixty months at total fee of \$72,321.60 per unit.

SECTION 2. That pursuant to Reynoldsburg City Code Section 175(f) competitive bidding is hereby waived as the items are to be leased upon equivalent or better terms than the state cooperative purchasing program.

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



**STAFF REPORT  
REYNOLDSBURG CITY COUNCIL**

---

**DATE:** April 27, 2026

**RE:** A Resolution Authorizing the Mayor to Accept a Northeast Ohio Public Energy Council (NOPEC) Energized Community Grant

**APPROVALS:**

Joe Begeny  
Shanette Strickland  
Chris Shook  
Mollie Prasher

**EMERGENCY:**

**REASON FOR EMERGENCY:**

**STAFF REPORT:**

This resolution allows the Mayor to enter into a Grant agreement with the Northeast Public Ohio Energy Council (NOPEC). This grant will reimburse the City for energy efficient vehicle purchases.

---

**A Resolution Authorizing the Mayor to Accept a Northeast Ohio Public Energy Council (NOPEC) Energized Community Grant**

WHEREAS, the City of Reynoldsburg (Grantee), Ohio is a member of the Northeast Ohio Public Energy Council (NOPEC) and is eligible for one or more NOPEC Energized Community Grant(s) for 2026 (NEC grant(s)) as provided for in the NEC Grant Program guidelines; and

WHEREAS, the Grantee wishes to enter into a grant agreement with NOPEC, Inc. in substantially the form presented to this Council to receive one or more NEC grant(s).

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF REYNOLDSBURG FOR THE COUNTIES OF FRANKLIN, LICKING AND FAIRFIELD, STATE OF OHIO, THAT:

SECTION 1. This Council finds and determines that it is in the best interest of the Grantee to

enter into the Grant Agreement to accept the NEC grant(s) for 2026, and hereby authorizes the Mayor to execute the Grant Agreement to accept the NEC grant funds.

SECTION 2. This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council, and of any committees that resulted in those formal actions, were in meetings open to the public in compliance with the law.

SECTION 3. This Resolution will be effective immediately upon passage by Council and the signature of the Mayor.



**STAFF REPORT  
REYNOLDSBURG CITY COUNCIL**

---

**DATE:** April 27, 2026

**RE:** A Resolution Authorizing the Mayor to Sign the Proposed Opioid Litigation Settlement Plan of Claims Against Six Remnant Defendants (Associated Pharmacies, Inc., J M Smith Corporation, Louisiana Wholesale Drug Company, Inc. Morris and Dickson Co. North Carolina Mutual Wholesale Drug Company, Inc., United Foods, Inc.)

**APPROVALS:**

Joe Begeny  
Shanette Strickland  
Chris Shook  
Mollie Prasher

**EMERGENCY:**

**REASON FOR EMERGENCY:**

**STAFF REPORT:**

---

**A Resolution Authorizing the Mayor to Sign the Proposed Opioid Litigation Settlement Plan of Claims Against Six Remnant Defendants (Associated Pharmacies, Inc., J M Smith Corporation, Louisiana Wholesale Drug Company, Inc. Morris and Dickson Co. North Carolina Mutual Wholesale Drug Company, Inc., United Foods, Inc.)**

WHEREAS, the City of Reynoldsburg is a municipal entity formed and organized pursuant to the Constitution and laws of the state of Ohio; and

WHEREAS, the people of the state of Ohio and its communities have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities within the opioid pharmaceutical supply chain; and

WHEREAS, the state of Ohio, through its local governments, their elected representatives and counsels, are separately engaged in litigation seeking to hold opioid pharmaceutical supply

chain participants accountable for the damage caused by their misfeasance, nonfeasance and malfeasance; and

WHEREAS, the state of Ohio, through its local governments, share a common desire to abate and alleviate the impacts of that misfeasance, nonfeasance and malfeasance throughout the state of Ohio; and

WHEREAS, this Council authorizes the Mayor to enter into the proposed Remnant Defendants Opioid Settlement relating to the allocation and the use of the proceeds of any potential settlements described; and

WHEREAS, a settlement proposal is being presented to Ohio municipalities with six distributors/dispenser defendants (Remnant Defendants Settlement) including Associated Pharmacies, Inc. (and American Associated Pharmacies), J M Smith Corporation, Louisiana Wholesale Drug Company, Inc., Morris and Dickson Co., North Carolina Mutual Wholesale Drug Company, Inc. and United Natural Foods, Inc. (and its subsidiaries SuperValu and Advantage Logistics); and

WHEREAS, the Mayor, City Attorney, and City Auditor recommend that the City enter into and authorize participation in the settlement so proposed.

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

SECTION 1. That the Reynoldsburg City Council hereby accepts and approves the proposed settlement on behalf of the City of Reynoldsburg with the Remnant Defendants Settlement.

SECTION 2. The Mayor, City Attorney, and City Auditor are hereby authorized to take all steps necessary to resolve these matters in accordance with the terms of a Participation Agreement to be distributed with the participating communities.

SECTION 3. This Resolution shall be in full force and effect immediately upon its passage and become effective immediately upon its adoption by Council.



**STAFF REPORT  
REYNOLDSBURG CITY COUNCIL**

---

**DATE:** April 27, 2026

**RE:** A Resolution Authorizing the Mayor to Enter into a Contract with Lumen Technologies for Fiber Service to the City's Parks/Public Service Facility

**APPROVALS:**

Joe Begeny  
Shanette Strickland  
Chris Shook  
Mollie Prasher

**EMERGENCY:**

**REASON FOR EMERGENCY:**

**STAFF REPORT:**

---

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH LUMEN TECHNOLOGIES FOR FIBER SERVICE TO THE CITY'S PARKS AND PUBLIC SERVICE FACILITY**

WHEREAS, the City of Reynoldsburg received multiple bids for the construction of the City's new Parks/Public Service facility; and

WHEREAS, in 2025, the City's Technology Consultant (KGT) and Public Service Department evaluated various options and providers with the goal of providing a more stable and cost-effective means to provide fiber to the future facility; and

WHEREAS, a determination was made to utilize one of the City's existing vendors (Lumen Technologies) to provide these services; and

WHEREAS, the cost of these services was accounted for in the City's 2026 Budget; and

WHEREAS, the Mayor is authorized to enter into a contract with Lumen Technologies for a

thirty-six-month contract at a monthly rate of \$1,445.50, totaling \$52,038.00.

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

SECTION 1. That the Mayor is hereby authorized to enter into a contract with Lumen Technologies for fiber services to the Parks/Public Service facility

SECTION 2. That the contract is for a thirty-six-month term at a cost of \$1,445.50 per month, totaling \$52,038.00.

SECTION 3. This Resolution will be effective immediately upon passage by Council and the signature of the Mayor.

**STAFF REPORT  
REYNOLDSBURG CITY COUNCIL**

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**DATE:** April 27, 2026

**RE:** An Ordinance Authorizing the Mayor to Purchase the Rights-of-Way Necessary for the Construction of Waggoner Road Phase II, Appropriate Funds Therefor, and Declaring an Emergency

**APPROVALS:**

Mollie Prasher

**EMERGENCY:**

two-read emergency

**REASON FOR EMERGENCY:**

in order to fund the ongoing purchases of easement rights

**STAFF REPORT:**

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**AN ORDINANCE AUTHORIZING THE  
MAYOR TO PURCHASE THE RIGHTS-OF-  
WAY NECESSARY FOR THE  
CONSTRUCTION OF WAGGONER ROAD  
PHASE II, APPROPRIATE FUNDS  
THEREFOR, AND DECLARING AN  
EMERGENCY**

**WHEREAS**, the City of Reynoldsburg was awarded an Ohio Public Works Commission (OPWC) grant to design and construct the necessary improvements along Waggoner Road

from Priestly Drive to East Broad Street; and

**WHEREAS**, as part of these improvements, it may be necessary to purchase additional rights-of-way or easements from property owners along said corridor; and

**WHEREAS**, as part of the City's application, \$300,000.00 was earmarked for potential right-of-way and easement acquisitions.

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

**SECTION 1.** That the Mayor is hereby authorized to enter into any agreements deemed necessary for the Waggoner Road Phase II Project as it relates to right-of-way and easement purchases necessary for the overall public safety and welfare of the City.

**SECTION 2.** That an amount of \$300,000.00 be appropriated from the unappropriated General Fund (110) and appropriated to the unappropriated account number 410.000.0205.5659 Miscellaneous Infrastructure.

**SECTION 3.** That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the City's government in order to move the project forward; therefore upon adoption by Council, this Ordinance shall be in effect immediately following the signature of the Mayor.



**STAFF REPORT  
REYNOLDSBURG CITY COUNCIL**

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**DATE:** April 27, 2026

**RE:** An Ordinance Providing for the Issuance and Sale of Notes in the Maximum Principal Amount of \$1,550,000, in Anticipation of the Issuance of Bonds, for the Purpose of Paying the Costs of Improving the Municipal Waterworks System, and Declaring an Emergency

**APPROVALS:**

Joe Begeny  
Shanette Strickland  
Chris Shook  
Mollie Prasher

**EMERGENCY:**

two-read emergency

**REASON FOR EMERGENCY:**

in order to secure the necessary financing for the approved projects

**STAFF REPORT:**

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**AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF NOTES IN THE MAXIMUM PRINCIPAL AMOUNT OF \$1,550,000, IN ANTICIPATION OF THE ISSUANCE OF BONDS, FOR THE PURPOSE OF PAYING THE COSTS OF IMPROVING THE MUNICIPAL WATERWORKS SYSTEM, AND DECLARING AN EMERGENCY**

WHEREAS, this City Council has requested that the City Auditor, as fiscal officer of this City, certify the estimated life or period of usefulness of the Improvement described in Section 1, the estimated maximum maturity of the Bonds described in Section 1 and the maximum maturity of the Notes described in Section 3; and

WHEREAS, the City Auditor has certified to this City Council that the estimated life or period of usefulness of the Improvement is at least five (5) years, the estimated maximum maturity of the Bonds is forty (40) years and the maximum maturity of the Notes described in Section 3, to be issued in anticipation of the Bonds, is two hundred forty (240) months.

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

Section 1. Authorized Principal Amount of Anticipated Bonds; Purpose. It is necessary to issue bonds of this City in the maximum principal amount of \$1,550,000 (the "*Bonds*") for the purpose of paying the costs of improving the municipal waterworks system by constructing waterlines and acquiring any related interests in real estate, together with all necessary and related appurtenances thereto (the "*Improvement*").

Section 2. Estimated Bond Terms. The Bonds shall be dated approximately May 1, 2028, shall bear interest at the now estimated rate of 6.00% per year, payable semiannually until the principal amount is paid, and are estimated to mature in twenty (20) annual principal installments on December 1 of each year and in such amounts that the total principal and interest payments on the Bonds, in any fiscal year in which principal is payable, shall be substantially equal. The first principal payment of the Bonds is estimated to be December 1, 2028.

Section 3. Authorized Principal Amount of Notes; Dating; Interest Rate. It is necessary to issue and this City Council determines that notes in the maximum principal amount of \$1,550,000 (the "*Notes*") shall be issued in anticipation of the issuance of the Bonds for the purpose described in Section 1 and to pay the costs of the Improvement and any financing costs. The principal amount of Notes to be issued (not to exceed the stated maximum principal amount) shall be determined by the City Auditor in the certificate awarding the Notes in accordance with Section 7 of this Ordinance (the "*Certificate of Award*") as the amount which, along with other available funds of the City, is necessary to pay the costs of the Improvement and any financing costs. The Notes shall be dated the date of issuance and shall mature not more than two years following the date of issuance, *provided* that the City Auditor shall establish the maturity date in the Certificate of Award. The Notes shall bear interest at a rate or rates not to exceed 6.00% per year (computed on the basis as determined by the City Auditor in the Certificate of Award) from their dated date, payable on such dates as determined by the City Auditor in the Certificate of Award (the "*Interest Payment Dates*"), and until the principal amount is paid or payment is provided for. The rate or rates of interest on the Notes shall be determined by the City Auditor in the Certificate of Award in accordance with Section 7 of this Ordinance.

The City Auditor may determine if it is in the best interest of and financially advantageous to the City that the Notes shall be subject to optional redemption by and at the sole option of the City, in whole and/or in part, on any date prior to maturity and at such redemption price, plus accrued interest to the redemption date, all of which terms shall be set forth in the Certificate of Award. Notice of redemption, identifying the Notes or portions thereof, to be called, shall be mailed by certified mail to the registered holders thereof not less than thirty (30) days prior to the date of redemption. Notice having been mailed in the manner provided in the preceding sentence hereof, the Notes and portions thereof called for redemption shall become due and payable on the redemption date, and upon presentation and surrender thereof at the place or places specified in that notice, shall be paid at the redemption price, plus accrued interest to the redemption date. If moneys for the redemption of all of the Notes or portions thereof to be redeemed, together with accrued interest thereon to the redemption date, are held by the Paying Agent (as defined below) on the redemption date, so as to be available therefor on that date and, if notice of redemption has been deposited in the mail as aforesaid, then from and after the redemption date those Notes or portions thereof called for redemption shall cease to bear interest and no longer shall be considered to be outstanding. If those moneys shall not be so available on the redemption date, or that notice shall not have been deposited in the mail

as aforesaid, those Notes or portions thereof shall continue to bear interest, until they are paid, at the same rate as they would have borne had they not been called for redemption.

Section 4. Payment of Debt Charges; Paying Agent. The City Auditor is hereby designated as the initial paying agent, and may, if it is determined to be in the best interest of the City, designate a bank or trust company to act as paying agent, after determining that the payment at that bank or trust company will not endanger the funds or securities of the City and that proper procedures and safeguards are available for that purpose, if agreed to by the original purchaser (the "*Paying Agent*").

The principal of and interest on the Notes shall be payable in lawful money of the United States of America without deduction for the services of the Paying Agent. Unless the entire principal amount is represented by a single Note, the principal of the Notes shall be payable upon presentation and surrender of the Notes at the office of the Paying Agent. The interest on the Notes shall be payable on each Interest Payment Date by wire or check or draft mailed or delivered to the person in whose name the Note is registered, and to that person's address appearing, on the Note Register (as defined in Section 6 hereof), at the close of business on the fifteenth (15<sup>th</sup>) day of the calendar month next preceding that Interest Payment Date.

Notwithstanding the foregoing, if and so long as the entire principal amount of the Notes is represented by a single certificate, payment of principal and interest may be made by wire or check or draft mailed to the person in whose name the Note was registered on the applicable date of payment, with presentation and surrender of said certificate to be made to the Paying Agent after payment of principal and interest at final maturity.

Section 5. Execution of Notes. The Notes shall be signed by the Mayor and the City Auditor, in the name of the City and in their official capacities, *provided* that either or both of those signatures may be a facsimile. The Notes shall be issued in minimum denominations of \$100,000 (and may be issued in denominations in such amounts in excess thereof as requested by the original purchaser and approved by the City Auditor) and with numbers as requested by the original purchaser and approved by the City Auditor. The entire principal amount may be represented by a single note if it is determined by the City Auditor that issuance in that form will facilitate the sale and delivery of the Notes. The Notes shall not have coupons attached, shall be numbered as determined by the City Auditor and shall express upon their faces the purpose, in summary terms, for which they are issued and that they are issued pursuant to this Ordinance.

Section 6. Note Register. So long as any of the Notes remain outstanding, the City will cause the Paying Agent to maintain and keep at its designated office all books and records necessary for the registration, exchange and transfer of Notes as provided in this Section 6 (the "*Note Register*"). The person in whose name a Note is registered on the Note Register shall be regarded as the absolute owner of that Note for all purposes of the Note Proceedings.

Payment of or on account of the debt charges on any Note shall be made only to or upon the order of that person; neither the City nor the Paying Agent shall be affected by any notice to the contrary, but the registration may be changed as provided in this Section 6. All such payments shall be valid and effectual to satisfy and discharge the City's liability upon the Note, including interest, to the extent of the amount or amounts so paid.

Any Note may be exchanged for Notes of any authorized denomination upon presentation and surrender at the designated office of the Paying Agent, together with a request for exchange signed by the registered owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. A Note may be transferred only on the Note Register upon presentation and surrender of the Note at the designated office of the Paying Agent together with an assignment signed by the registered owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. Upon exchange or transfer the Paying Agent shall

complete and deliver a new Note or Notes of any authorized denomination or denominations requested by the owner equal in the aggregate to the unmatured principal amount of the Note surrendered and bearing interest at the same rate and maturing on the same date.

If manual signatures on behalf of the City are required, the Paying Agent shall undertake the exchange or transfer of Notes only after the new Notes are signed by the authorized officers of the City. In all cases of Notes exchanged or transferred, the City shall sign and the Paying Agent shall deliver Notes in accordance with the provisions of the Note Proceedings. The exchange or transfer shall be without charge to the owner, except that the City and Paying Agent may make a charge sufficient to reimburse them for any tax or other governmental charge required to be paid with respect to the exchange or transfer. The City or the Paying Agent may require that those charges, if any, be paid before the procedure is begun for the exchange or transfer. All Notes issued upon any exchange or transfer shall be valid obligations of the City, evidencing the same debt, and entitled to the same security and benefit under the Note Proceedings, as the Notes surrendered upon that exchange or transfer.

**Section 7. Award and Sale of the Notes.** The Notes shall be sold at not less than 97% of par plus accrued interest (if any) at private sale by the City Auditor in accordance with law and the provisions of this Ordinance. The City Auditor shall sign the Certificate of Award referred to in Section 3 fixing the interest rate or rates which the Notes shall bear and evidencing that sale to the original purchaser, cause the Notes to be prepared, and have the Notes signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Notes if requested by the original purchaser, to the original purchaser upon payment of the purchase price.

The Mayor, the City Auditor, the City Attorney, the Clerk of Council and other City officials, as appropriate, and any person serving in an interim or acting capacity for any such official or as an assistant thereto, are each authorized and directed to sign any transcript certificates, financial statements and other documents and instruments and to take such actions as are necessary or appropriate to consummate the transactions contemplated by this Ordinance.

Any actions heretofore taken by the Mayor, the City Auditor, the City Attorney, the Clerk of Council or other City official, as appropriate, in doing any and all acts necessary in connection with the issuance and sale of the Notes are hereby ratified and confirmed. The City Auditor is authorized, if it is determined to be in the best interest of the City, to combine the issue of Notes with one or more other note issues of the City into a consolidated note issue pursuant to Section 133.30(B) of the Ohio Revised Code.

**Section 8. Application of Note Proceeds.** The proceeds from the sale of the Notes received by the City (or withheld by the original purchaser or deposited with the Paying Agent, in each case on behalf of the City) shall be paid into the proper fund or funds, and those proceeds are appropriated and shall be used for the purpose for which the Notes are being issued. The Certificate of Award may authorize the original purchaser to (a) withhold certain proceeds from the sale of the Notes or (b) remit certain proceeds from the sale of the Notes to the Paying Agent, in each case to provide for the payment of certain financing costs on behalf of the City.

If proceeds are remitted to the Paying Agent in accordance with this Section 8, the Paying Agent shall be authorized to create a fund in accordance with the Certificate of Award for that purpose. Any portion of those proceeds received by the City (after payment of those financing costs) representing premium or accrued interest shall be paid into the Bond Retirement Fund.

**Section 9. Application and Pledge of Bond or Renewal Note Proceeds or Excess Funds.** The par value to be received from the sale of the Bonds or of any renewal notes and any excess funds resulting from the issuance of the Notes shall, to the extent necessary, be used to pay the debt charges on the Notes at maturity and are pledged for that purpose.

**Section 10. Provision for Tax Levy.** During the year or years in which the Notes are

outstanding, there shall be levied on all the taxable property in the City, in addition to all other taxes, the same tax that would have been levied if the Bonds had been issued without the prior issuance of the Notes. The tax shall be within the ten-mill limitation imposed by law, shall be and is ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers, in the same manner, and at the same time that taxes for general purposes for each of those years are certified, levied, extended and collected, and shall be placed before and in preference to all other items and for the full amount thereof. The proceeds of the tax levy shall be placed in the Bond Retirement Fund, which is irrevocably pledged for the payment of the debt charges on the Notes or the Bonds when and as the same fall due.

In each year to the extent the net revenues from the municipal waterworks system are available for the payment of the debt charges on the Notes or the Bonds and are appropriated for that purpose, the amount of the tax shall be reduced by the amount of such net revenues so available and appropriated.

In each year to the extent receipts from the municipal income tax are available for the payment of the debt charges on the Notes or the Bonds and are appropriated for that purpose, and to the extent not paid from net revenues of the municipal waterworks system, the amount of the tax shall be reduced by the amount of such receipts so available and appropriated in compliance with the following covenant. To the extent necessary, the debt charges on the Notes or the Bonds shall be paid from municipal income taxes lawfully available therefor under the Constitution and laws of the State of Ohio and the Charter of the City; and the City hereby covenants, subject and pursuant to such authority, including particularly Section 133.05(B)(7) of the Ohio Revised Code, to appropriate annually from such municipal income taxes such amount as is necessary to meet such annual debt charges.

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

Section 11. Federal Tax Considerations. The City covenants that it will use, and will restrict the use and investment of, the proceeds of the Notes in such manner and to such extent as may be necessary so that (a) the Notes will not (i) constitute private activity bonds or arbitrage bonds under Sections 141 or 148 of the Internal Revenue Code of 1986, as amended (the "Code") or (ii) be treated other than as bonds the interest on which is excluded from gross income under Section 103 of the Code, and (b) the interest on the Notes will not be an item of tax preference under Section 57 of the Code.

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

The City Auditor, as the fiscal officer, or any other officer of the City having responsibility for issuance of the Notes is hereby authorized (a) to make or effect any election, selection, designation, choice, consent, approval, or waiver on behalf of the City with respect to the Notes as the City is permitted to or required to make or give under the federal income tax laws, including, without limitation thereto, any of the elections available under Section 148 of the

Code, for the purpose of assuring, enhancing or protecting favorable tax treatment or status of the Notes or interest thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing the rebate amount or payments or penalties with respect to the Notes, or making payments of special amounts in lieu of making computations to determine, or paying, excess earnings as rebate, or obviating those amounts or payments with respect to the Notes, which action shall be in writing and signed by the officer, (b) to take any and all other actions, make or obtain calculations, make payments, and make or give reports, covenants and certifications of and on behalf of the City, as may be appropriate to assure the exclusion of interest from gross income and the intended tax status of the Notes, and (c) to give one or more appropriate certificates of the City, for inclusion in the transcript of proceedings for the Notes, setting forth the reasonable expectations of the City regarding the amount and use of all the proceeds of the Notes, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of the interest on and the tax status of the Notes. The City Auditor or any other officer of the City having responsibility for issuance of the Notes is specifically authorized to designate the Notes as "qualified tax-exempt obligations" if such designation is applicable and desirable, and to make any related necessary representations and covenants.

Section 12. Financing Costs. The expenditure of the amounts necessary to pay the financing costs (as defined in Section 133.01 of the Ohio Revised Code) in connection with the Notes is hereby authorized and approved, and the amounts necessary to pay those costs are hereby appropriated from the proceeds of the Notes, if available, and otherwise from any other funds lawfully available that are appropriated or shall be appropriated for that purpose.

Section 13. Bond Counsel. The legal services of the law firm of Squire Patton Boggs (US) LLP, as bond counsel, are hereby retained. Those legal services shall be in the nature of legal advice and recommendations as to the documents and the proceedings in connection with the authorization, sale and issuance of the Notes and securities issued in renewal of the Notes and rendering at delivery related legal opinions, all as set forth in the form of engagement letter from that firm which is now on file in the office of the Clerk of Council. In providing those legal services, as an independent contractor and in an attorney-client relationship, that firm shall not exercise any administrative discretion on behalf of this City in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State of Ohio, any county or municipal corporation or of this City, or the execution of public trusts. For those legal services, that firm shall be paid just and reasonable compensation and shall be reimbursed for actual out-of-pocket expenses incurred in providing those legal services. To the extent they are not paid or reimbursed pursuant to the Certificate of Award, the City Auditor is authorized and directed to make appropriate certification as to the availability of funds for those fees and any reimbursement and to issue an appropriate order for their timely payment as written statements are submitted by that firm. The amounts necessary to pay those fees and any reimbursement are hereby appropriated from the proceeds of the Notes, if available, and otherwise from available moneys in the General Fund.

Section 14. Municipal Advisor. The services of Baker Tilly Municipal Advisors, LLC, as municipal advisor, are hereby retained. The municipal advisory services shall be in the nature of financial advice and recommendations in connection with the issuance and sale of the Notes. In rendering those municipal advisory services, as an independent contractor, that firm shall not exercise any administrative discretion on behalf of the City in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State of Ohio, the City or any other political subdivision, or the execution of public trusts. That firm shall be paid just and reasonable compensation for those municipal advisory services and shall be reimbursed for the actual out-of-pocket expenses it incurs in rendering those municipal

advisory services. To the extent they are not paid or reimbursed pursuant to the Certificate of Award, the City Auditor is authorized and directed to make appropriate certification as to the availability of funds for those fees and any reimbursement and to issue an appropriate order for their timely payment as written statements are submitted by that firm. The amounts necessary to pay those fees and any reimbursement are hereby appropriated from the proceeds of the Notes, if available, and otherwise from available moneys in the General Fund.

Section 15. Certification and Delivery of Ordinance. The Clerk of Council is directed to promptly deliver or cause to be delivered a certified copy of this Ordinance to the County Auditors of Fairfield, Franklin and Licking Counties, Ohio.

Section 16. Satisfaction of Conditions for Note Issuance. This City Council determines that all acts and conditions necessary to be done or performed by the City or to have been met precedent to and in the issuing of the Notes in order to make them legal, valid and binding general obligations of the City have been performed and have been met, or will at the time of delivery of the Notes have been performed and have been met, in regular and due form as required by law; that the full faith and credit and general property taxing power (as described in Section 9) of the City are pledged for the timely payment of the debt charges on the Notes; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Notes.

Section 17. Compliance with Open Meeting Requirements. This City Council finds and determines that all formal actions of this City Council and any of its committees concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Council or any of its committees, and that all deliberations of this City Council and of any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law, including Section 121.22 of the Ohio Revised Code.

Section 18. Captions and Headings. The captions and headings in this Ordinance are solely for convenience of reference and in no way define, limit or describe the scope or intent of any Sections, subsections, paragraphs, subparagraphs or clauses hereof. Reference to a Section means a section of this Ordinance unless otherwise indicated.

Section 19. Effective Date. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason that this Ordinance is required to be immediately effective in order to issue and sell the Notes, which is necessary to enable the City to timely enter into contracts for the construction of the Improvement; wherefore, this Ordinance shall be in full force and effect immediately upon its passage.



**STAFF REPORT  
REYNOLDSBURG CITY COUNCIL**

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**DATE:** April 27, 2026

**RE:** An Ordinance Providing for the Issuance and Sale of Notes in the Maximum Principal Amount of \$13,910,000, in Anticipation of the Issuance of Bonds, for the Purpose of Paying the Costs of Improving the Municipal Vehicular Transportation System, and Declaring an Emergency

**APPROVALS:**

Joe Begeny  
Shanette Strickland  
Chris Shook  
Mollie Prasher

**EMERGENCY:**

two-read emergency

**REASON FOR EMERGENCY:**

in order to fund the already approved roadway project

**STAFF REPORT:**

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**AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF NOTES IN THE MAXIMUM PRINCIPAL AMOUNT OF \$13,910,000, IN ANTICIPATION OF THE ISSUANCE OF BONDS, FOR THE PURPOSE OF PAYING THE COSTS OF IMPROVING THE MUNICIPAL VEHICULAR TRANSPORTATION SYSTEM, AND DECLARING AN EMERGENCY**

WHEREAS, this City Council has requested that the City Auditor, as fiscal officer of this City, certify the estimated life or period of usefulness of the Improvement described in Section 1, the estimated maximum maturity of the Bonds described in Section 1 and the maximum maturity of the Notes described in Section 3; and

WHEREAS, the City Auditor has certified to this City Council that the estimated life or period of usefulness of the Improvement is at least five (5) years, the estimated weighted average maximum maturity of the Bonds is at least twenty (20) years and the maximum maturity of the Notes described in Section 3, to be issued in anticipation of the Bonds, is two hundred forty

(240) months.

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

Section 1. Authorized Principal Amount of Anticipated Bonds; Purpose. It is necessary to issue bonds of this City in the maximum principal amount of \$13,910,000 (the “*Bonds*”) for the purpose of paying the costs of improving the municipal vehicular transportation system, including improving and constructing an extension of Waggoner Road and an access road to the City’s Service Building, by grading, paving, constructing, reconstructing, and installing water mains, sanitary sewers, erosion and sediment control measures, drainage, culverts, retaining walls, landscaping, street lighting, traffic controls and signalization, and acquiring any related interests in real estate, together with all necessary and related appurtenances thereto (the “*Improvement*”).

Section 2. Estimated Bond Terms. The Bonds shall be dated approximately May 1, 2028, shall bear interest at the now estimated rate of 6.00% per year, payable semiannually until the principal amount is paid, and are estimated to mature in twenty (20) annual principal installments on December 1 of each year and in such amounts that the total principal and interest payments on the Bonds, in any fiscal year in which principal is payable, shall be substantially equal. The first principal payment of the Bonds is estimated to be December 1, 2028.

Section 3. Authorized Principal Amount of Notes; Dating; Interest Rate. It is necessary to issue and this City Council determines that notes in the maximum principal amount of \$13,910,000 (the “*Notes*”) shall be issued in anticipation of the issuance of the Bonds for the purpose described in Section 1 and to pay the costs of the Improvement and any financing costs. The principal amount of Notes to be issued (not to exceed the stated maximum principal amount) shall be determined by the City Auditor in the certificate awarding the Notes in accordance with Section 7 of this Ordinance (the “*Certificate of Award*”) as the amount which, along with other available funds of the City, is necessary to pay the costs of the Improvement and any financing costs. The Notes shall be dated the date of issuance and shall mature not more than two years following the date of issuance, *provided* that the City Auditor shall establish the maturity date in the Certificate of Award. The Notes shall bear interest at a rate or rates not to exceed 6.00% per year (computed on the basis as determined by the City Auditor in the Certificate of Award) from their dated date, payable on such dates as determined by the City Auditor in the Certificate of Award (the “*Interest Payment Dates*”), and until the principal amount is paid or payment is provided for. The rate or rates of interest on the Notes shall be determined by the City Auditor in the Certificate of Award in accordance with Section 7 of this Ordinance.

The City Auditor may determine if it is in the best interest of and financially advantageous to the City that the Notes shall be subject to optional redemption by and at the sole option of the City, in whole and/or in part, on any date prior to maturity and at such redemption price, plus accrued interest to the redemption date, all of which terms shall be set forth in the Certificate of Award. Notice of redemption, identifying the Notes or portions thereof, to be called, shall be mailed by certified mail to the registered holders thereof not less than thirty (30) days prior to the date of redemption. Notice having been mailed in the manner provided in the preceding sentence hereof, the Notes and portions thereof called for redemption shall become due and payable on the redemption date, and upon presentation and surrender thereof at the place or places specified in that notice, shall be paid at the redemption price, plus accrued interest to the redemption date. If moneys for the redemption of all of the Notes or portions thereof to be

redeemed, together with accrued interest thereon to the redemption date, are held by the Paying Agent (as defined below) on the redemption date, so as to be available therefor on that date and, if notice of redemption has been deposited in the mail as aforesaid, then from and after the redemption date those Notes or portions thereof called for redemption shall cease to bear interest and no longer shall be considered to be outstanding. If those moneys shall not be so available on the redemption date, or that notice shall not have been deposited in the mail as aforesaid, those Notes or portions thereof shall continue to bear interest, until they are paid, at the same rate as they would have borne had they not been called for redemption.

Section 4. Payment of Debt Charges; Paying Agent. The City Auditor is hereby designated as the initial paying agent, and may, if it is determined to be in the best interest of the City, designate a bank or trust company to act as paying agent, after determining that the payment at that bank or trust company will not endanger the funds or securities of the City and that proper procedures and safeguards are available for that purpose, if agreed to by the original purchaser (the "*Paying Agent*").

The principal of and interest on the Notes shall be payable in lawful money of the United States of America without deduction for the services of the Paying Agent. Unless the entire principal amount is represented by a single Note, the principal of the Notes shall be payable upon presentation and surrender of the Notes at the office of the Paying Agent. The interest on the Notes shall be payable on each Interest Payment Date by wire or check or draft mailed or delivered to the person in whose name the Note is registered, and to that person's address appearing, on the Note Register (as defined in Section 6 hereof), at the close of business on the fifteenth (15<sup>th</sup>) day of the calendar month next preceding that Interest Payment Date.

Notwithstanding the foregoing, if and so long as the entire principal amount of the Notes is represented by a single certificate, payment of principal and interest may be made by wire or check or draft mailed to the person in whose name the Note was registered on the applicable date of payment, with presentation and surrender of said certificate to be made to the Paying Agent after payment of principal and interest at final maturity.

Section 5. Execution of Notes. The Notes shall be signed by the Mayor and the City Auditor, in the name of the City and in their official capacities, *provided* that either or both of those signatures may be a facsimile. The Notes shall be issued in minimum denominations of \$100,000 (and may be issued in denominations in such amounts in excess thereof as requested by the original purchaser and approved by the City Auditor) and with numbers as requested by the original purchaser and approved by the City Auditor. The entire principal amount may be represented by a single note if it is determined by the City Auditor that issuance in that form will facilitate the sale and delivery of the Notes. The Notes shall not have coupons attached, shall be numbered as determined by the City Auditor and shall express upon their faces the purpose, in summary terms, for which they are issued and that they are issued pursuant to this Ordinance.

Section 6. Note Register. So long as any of the Notes remain outstanding, the City will cause the Paying Agent to maintain and keep at its designated office all books and records necessary for the registration, exchange and transfer of Notes as provided in this Section 6 (the "*Note Register*"). The person in whose name a Note is registered on the Note Register shall be regarded as the absolute owner of that Note for all purposes of the Note Proceedings.

Payment of or on account of the debt charges on any Note shall be made only to or upon the order of that person; neither the City nor the Paying Agent shall be affected by any notice to the contrary, but the registration may be changed as provided in this Section 6. All such payments shall be valid and effectual to satisfy and discharge the City's liability upon the Note, including interest, to the extent of the amount or amounts so paid.

Any Note may be exchanged for Notes of any authorized denomination upon presentation and

surrender at the designated office of the Paying Agent, together with a request for exchange signed by the registered owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. A Note may be transferred only on the Note Register upon presentation and surrender of the Note at the designated office of the Paying Agent together with an assignment signed by the registered owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. Upon exchange or transfer the Paying Agent shall complete and deliver a new Note or Notes of any authorized denomination or denominations requested by the owner equal in the aggregate to the unmatured principal amount of the Note surrendered and bearing interest at the same rate and maturing on the same date.

If manual signatures on behalf of the City are required, the Paying Agent shall undertake the exchange or transfer of Notes only after the new Notes are signed by the authorized officers of the City. In all cases of Notes exchanged or transferred, the City shall sign and the Paying Agent shall deliver Notes in accordance with the provisions of the Note Proceedings. The exchange or transfer shall be without charge to the owner, except that the City and Paying Agent may make a charge sufficient to reimburse them for any tax or other governmental charge required to be paid with respect to the exchange or transfer. The City or the Paying Agent may require that those charges, if any, be paid before the procedure is begun for the exchange or transfer. All Notes issued upon any exchange or transfer shall be valid obligations of the City, evidencing the same debt, and entitled to the same security and benefit under the Note Proceedings, as the Notes surrendered upon that exchange or transfer.

Section 7. Award and Sale of the Notes. The Notes shall be sold at not less than 97% of par plus accrued interest (if any) at private sale by the City Auditor in accordance with law and the provisions of this Ordinance. The City Auditor shall sign the Certificate of Award referred to in Section 3 fixing the interest rate or rates which the Notes shall bear and evidencing that sale to the original purchaser, cause the Notes to be prepared, and have the Notes signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Notes if requested by the original purchaser, to the original purchaser upon payment of the purchase price.

The Mayor, the City Auditor, the City Attorney, the Clerk of Council and other City officials, as appropriate, and any person serving in an interim or acting capacity for any such official or as an assistant thereto, are each authorized and directed to sign any transcript certificates, financial statements and other documents and instruments and to take such actions as are necessary or appropriate to consummate the transactions contemplated by this Ordinance.

Any actions heretofore taken by the Mayor, the City Auditor, the City Attorney, the Clerk of Council or other City official, as appropriate, in doing any and all acts necessary in connection with the issuance and sale of the Notes are hereby ratified and confirmed. The City Auditor is authorized, if it is determined to be in the best interest of the City, to combine the issue of Notes with one or more other note issues of the City into a consolidated note issue pursuant to Section 133.30(B) of the Ohio Revised Code.

Section 8. Application of Note Proceeds. The proceeds from the sale of the Notes received by the City (or withheld by the original purchaser or deposited with the Paying Agent, in each case on behalf of the City) shall be paid into the proper fund or funds, and those proceeds are appropriated and shall be used for the purpose for which the Notes are being issued. The Certificate of Award may authorize the original purchaser to (a) withhold certain proceeds from the sale of the Notes or (b) remit certain proceeds from the sale of the Notes to the Paying Agent, in each case to provide for the payment of certain financing costs on behalf of the City.

If proceeds are remitted to the Paying Agent in accordance with this Section 8, the Paying Agent shall be authorized to create a fund in accordance with the Certificate of Award for that purpose. Any portion of those proceeds received by the City (after payment of those financing

costs) representing premium or accrued interest shall be paid into the Bond Retirement Fund. Section 9. Application and Pledge of Bond or Renewal Note Proceeds or Excess Funds. The par value to be received from the sale of the Bonds or of any renewal notes and any excess funds resulting from the issuance of the Notes shall, to the extent necessary, be used to pay the debt charges on the Notes at maturity and are pledged for that purpose.

Section 10. Provision for Tax Levy. During the year or years in which the Notes are outstanding, there shall be levied on all the taxable property in the City, in addition to all other taxes, the same tax that would have been levied if the Bonds had been issued without the prior issuance of the Notes. The tax shall be within the ten-mill limitation imposed by law, shall be and is ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers, in the same manner, and at the same time that taxes for general purposes for each of those years are certified, levied, extended and collected, and shall be placed before and in preference to all other items and for the full amount thereof. The proceeds of the tax levy shall be placed in the Bond Retirement Fund, which is irrevocably pledged for the payment of the debt charges on the Notes or the Bonds when and as the same fall due.

In each year to the extent receipts from the municipal income tax are available for the payment of the debt charges on the Notes or the Bonds and are appropriated for that purpose, the amount of the tax shall be reduced by the amount of such receipts so available and appropriated in compliance with the following covenant. To the extent necessary, the debt charges on the Notes or the Bonds shall be paid from municipal income taxes lawfully available therefor under the Constitution and laws of the State of Ohio and the Charter of the City; and the City hereby covenants, subject and pursuant to such authority, including particularly Section 133.05(B)(7) of the Ohio Revised Code, to appropriate annually from such municipal income taxes such amount as is necessary to meet such annual debt charges. Nothing in the preceding paragraph in any way diminishes the irrevocable pledge of the full faith and credit and general property taxing power of the City to the prompt payment of the debt charges on the Notes or the Bonds.

Section 11. Federal Tax Considerations. The City covenants that it will use, and will restrict the use and investment of, the proceeds of the Notes in such manner and to such extent as may be necessary so that (a) the Notes will not (i) constitute private activity bonds or arbitrage bonds under Sections 141 or 148 of the Internal Revenue Code of 1986, as amended (the "Code") or (ii) be treated other than as bonds the interest on which is excluded from gross income under Section 103 of the Code, and (b) the interest on the Notes will not be an item of tax preference under Section 57 of the Code.

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

The City Auditor, as the fiscal officer, or any other officer of the City having responsibility for issuance of the Notes is hereby authorized (a) to make or effect any election, selection, designation, choice, consent, approval, or waiver on behalf of the City with respect to the

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

Section 12. Financing Costs. The expenditure of the amounts necessary to pay the financing costs (as defined in Section 133.01 of the Ohio Revised Code) in connection with the Notes is hereby authorized and approved, and the amounts necessary to pay those costs are hereby appropriated from the proceeds of the Notes, if available, and otherwise from any other funds lawfully available that are appropriated or shall be appropriated for that purpose.

Section 13. Bond Counsel. The legal services of the law firm of Squire Patton Boggs (US) LLP, as bond counsel, are hereby retained. Those legal services shall be in the nature of legal advice and recommendations as to the documents and the proceedings in connection with the authorization, sale and issuance of the Notes and securities issued in renewal of the Notes and rendering at delivery related legal opinions, all as set forth in the form of engagement letter from that firm which is now on file in the office of the Clerk of Council. In providing those legal services, as an independent contractor and in an attorney-client relationship, that firm shall not exercise any administrative discretion on behalf of this City in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State of Ohio, any county or municipal corporation or of this City, or the execution of public trusts. For those legal services, that firm shall be paid just and reasonable compensation and shall be reimbursed for actual out-of-pocket expenses incurred in providing those legal services. To the extent they are not paid or reimbursed pursuant to the Certificate of Award, the City Auditor is authorized and directed to make appropriate certification as to the availability of funds for those fees and any reimbursement and to issue an appropriate order for their timely payment as written statements are submitted by that firm. The amounts necessary to pay those fees and any reimbursement are hereby appropriated from the proceeds of the Notes, if available, and otherwise from available moneys in the General Fund.

Section 14. Municipal Advisor. The services of Baker Tilly Municipal Advisors, LLC, as municipal advisor, are hereby retained. The municipal advisory services shall be in the nature of financial advice and recommendations in connection with the issuance and sale of the Notes. In rendering those municipal advisory services, as an independent contractor, that firm shall not exercise any administrative discretion on behalf of the City in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State of

Ohio, the City or any other political subdivision, or the execution of public trusts. That firm shall be paid just and reasonable compensation for those municipal advisory services and shall be reimbursed for the actual out-of-pocket expenses it incurs in rendering those municipal advisory services. To the extent they are not paid or reimbursed pursuant to the Certificate of Award, the City Auditor is authorized and directed to make appropriate certification as to the availability of funds for those fees and any reimbursement and to issue an appropriate order for their timely payment as written statements are submitted by that firm. The amounts necessary to pay those fees and any reimbursement are hereby appropriated from the proceeds of the Notes, if available, and otherwise from available moneys in the General Fund.

Section 15. Certification and Delivery of Ordinance. The Clerk of Council is directed to promptly deliver or cause to be delivered a certified copy of this Ordinance to the County Auditors of Fairfield, Franklin and Licking Counties, Ohio.

Section 16. Satisfaction of Conditions for Note Issuance. This City Council determines that all acts and conditions necessary to be done or performed by the City or to have been met precedent to and in the issuing of the Notes in order to make them legal, valid and binding general obligations of the City have been performed and have been met, or will at the time of delivery of the Notes have been performed and have been met, in regular and due form as required by law; that the full faith and credit and general property taxing power (as described in Section 9) of the City are pledged for the timely payment of the debt charges on the Notes; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Notes.

Section 17. Compliance with Open Meeting Requirements. This City Council finds and determines that all formal actions of this City Council and any of its committees concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Council or any of its committees, and that all deliberations of this City Council and of any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law, including Section 121.22 of the Ohio Revised Code.

Section 18. Captions and Headings. The captions and headings in this Ordinance are solely for convenience of reference and in no way define, limit or describe the scope or intent of any Sections, subsections, paragraphs, subparagraphs or clauses hereof. Reference to a Section means a section of this Ordinance unless otherwise indicated.

Section 19. Effective Date. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason that this Ordinance is required to be immediately effective in order to issue and sell the Notes, which is necessary to enable the City to timely enter into contracts for the construction of the Improvement; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and following the signature of the Mayor.



**STAFF REPORT  
REYNOLDSBURG CITY COUNCIL**

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**DATE:** April 27, 2026

**RE:** An Ordinance to Amend Chapter 949 Water Regulations of the Codified Ordinances for the City of Reynoldsburg, Ohio

**APPROVALS:**

Mollie Prasher

**EMERGENCY:**

**REASON FOR EMERGENCY:**

**STAFF REPORT:**

---

**An Ordinance to Amend Chapter 949 Water Regulations of the Codified Ordinances for the City of Reynoldsburg, Ohio**

**WHEREAS**, the cost of water meters, and other related equipment, has increased, causing the need to increase the cost of the City's meter fees; and

**WHEREAS**, Section 949 Water Regulations shall be changed to reflect the new costs and be consistent with current Rules and Regulations.

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

**SECTION 1.** That Chapter 949 Water Regulations of the Codified Ordinances for the City of Reynoldsburg be and is hereby amended to read as follows:

**949.07 WATER METER & READING EQUIPMENT SERVICE FEES.**

~~When a~~ A permit is issued for a water service connection, or a change in meter size, and/or an upgrade to the service line. All meters up to, and including one and one-half inch ~~The meter shall be installed by the City on all meters and accessories, up to, and including one and one-half inch.~~ Where the meter is two inches or larger, the meter shall be installed by the applicant,

under the inspection and approval of the Water Department.

The fees on the meters and accessories shall be:

<b>Meter Size</b>	<b>Meter Costs</b>	<b>MXU Reader Cost</b>	<b>Total Cost</b>
5/8 x 1/2 I-Pearl	\$211.15	\$222.00	\$433.15
5/8 x 3/4 I-Pearl	\$211.15	\$222.00	\$433.15
1" I-Pearl	\$299.46	\$222.00	\$521.46
1.5" OMNI C2	\$1,773.30	\$325.00	\$2,098.30
2" OMNI C2	\$1,782.00	\$325.00	\$2,107.00
3" OMNI C2	\$2,082.00	\$325.00	\$2,407.00
4" OMNI C2	\$3,642.00	\$325.00	\$3,967.00
6" OMNI C2	\$6,294.00	\$325.00	\$6,619.00
8" OMNI C2	\$11,178.00	\$325.00	\$11,503.00
10" OMNI C2	\$14,424.00	\$325.00	\$14,749.00

All meters larger than ten (10) inches shall be a special order (subject to pricing at time of order).

All meters greater than two (2) inches shall be purchased from the City and shall be the responsibility of the property owner to install (licensed contractor with the City).

All water meters shall remain the property of the City of Reynoldsburg.

**SECTION 2.** That existing Section 949.07 Water Meter Service Fee be and is hereby amended.

**SECTION 3.** That, upon adoption by Council, this Ordinance shall be in effect July 1, 2026 following the signature of the Mayor.



**STAFF REPORT  
REYNOLDSBURG CITY COUNCIL**

---

**DATE:** April 27, 2026

**RE:** An Ordinance Authorizing the Mayor to Purchase Two Ford Mavericks and Related Equipment for the Reynoldsburg Building and Code Enforcement Department and Waive Competitive Bidding

**APPROVALS:**

Joe Begeny  
Shanette Strickland  
Chris Shook  
Mollie Prasher

**EMERGENCY:**

**REASON FOR EMERGENCY:**

**STAFF REPORT:**

---

**AN ORDINANCE AUTHORIZING THE MAYOR TO PURCHASE TWO FORD MAVERICKS AND RELATED EQUIPMENT FOR THE REYNOLDSBURG BUILDING AND CODE ENFORCEMENT DEPARTMENTS AND WAIVE COMPETITIVE BIDDING**

**WHEREAS**, the City of Reynoldsburg Building and Code Enforcement Departments requests authorization to purchase two (2) Ford Mavericks and related equipment; and

**WHEREAS**, the total cost of not to exceed \$70,000.00 for both vehicles and related equipment and purchased from Liberty Ford under the Ohio Buys State Contract; and

**WHEREAS**, City Council hereby authorizes the Mayor to purchase said vehicles, and further authorizes the Mayor to execute any documentation necessary to effectuate said purchase.

**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 purchase two (2) Ford Mavericks and related equipment not to exceed \$70,000.00.

**SECTION 2.** That an amount of \$70,000.00 shall be appropriated from the unappropriated General Fund (110) and appropriated to the unappropriated Building Department Motor Vehicles Fund account number 110.479.5632.

**SECTION 3:** That these same funds will be reimbursed as part of the Northeast Ohio Public Energy Council (NOPEC) Aggregation Grant Program and deposited into the General Fund (110).

**SECTION 4.** That pursuant to Reynoldsburg Codified Ordinance, Section 175.01(g), the purchase shall be made through Ohio Buys, a government organization with cooperative purchasing contracts for governments and Sole Priority; therefore, waiving competitive bidding by the City.

**SECTION 5.** That upon adoption by Council, this Ordinance shall be in effect thirty days following the signature of the Mayor.



LIBERTY FORD INC  
 5500 WARRENSVILLE CENTER ROAD  
 MAPLE HEIGHTS, OH 44137  
 TYLER GRIBBLE 216-438-7410 EXT 2446

**GOVERNMENT  
 WORKSHEET**  
**CONTRACT# RSI025486**

FORD FIN CODE: **QH976**

MODEL YEAR: **2026**

DESCRIPTION	MSRP	DESCRIPTION	MSRP
<b>MAVERICK XL FWD</b>	\$28,145	LOCKING TAILGATE	\$0
121" WHEELBASE	\$0	FULL SIZE SPARE TIRE	\$115
OXFORD WHITE	\$0	5240# GVWR	\$0
NAVY PIER- BLACK/SLATE INTERIOR	\$0	FORD FLOOR LINER W/O CARPET MAT	\$135
EQUIPMENT GROUP 101A	\$0	DESTINATION & DELIVERY	\$1,845
XL TRIM	\$0		
<b>2.5L HYBRID ENGINE</b>	\$0		
*POWER SPLIT ELECTRIC CVT TRANS	\$0		
<b>FRONT WHEEL DRIVE</b>	\$0		

DELIVERY CHARGE	\$75
GOVERNMENT FLEET DISCOUNTS	(\$500)
LIBERTY FORD DISCOUNT	(\$1,200)

**\*\*LIBERTY FORD BID PRICE\*\***

**\$28,615**

VIN		STK#
<b>ADDITIONAL OPTIONS AVAILABLE:</b>	PLEASE ✓	PLEASE ✓
POWER HEATED MIRRORS	\$795 <input type="checkbox"/>	\$0 <input type="checkbox"/>
ADD SPRAY IN BEDLINER	\$525 <input type="checkbox"/>	\$0 <input type="checkbox"/>
ADD TRAILER HITCH	\$150 <input type="checkbox"/>	\$0 <input type="checkbox"/>
BACK UP ALARM	\$275 <input type="checkbox"/>	\$0 <input type="checkbox"/>
	\$0 <input type="checkbox"/>	\$0 <input type="checkbox"/>

**\*\*QUOTE WILL REVISED AND RESENT WITH ANY ADDITIONAL OPTIONS SELECTED\*\***

**QUOTE MADE FOR:**

CITY OF REYNOLDSBURG  
 7232 EAST MAIN STREET  
 REYNOLDSBURG, OH 43068  
 ATTN WILLIAM DORMAN  
[WDORMAN@REYNOLDSBURG.GOV](mailto:WDORMAN@REYNOLDSBURG.GOV)  
 (614) 322-6800

X

**PLEASE SIGN AND RETURN IF APPROVED**

**Prepared for: City of Reynoldsburg**



City of Reynoldsburg

Prepared by: Tyler Gribble

03/18/2026

Liberty Ford, Inc. | 5500 Warrensville Center Road Maple Heights Ohio | 441373126

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**2026 Maverick FWD SuperCrew 4.5' box 121.1" WB XL (W8A)**

Price Level: 630

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## Warranty

### Standard Warranty

#### *Basic Warranty*

Basic warranty ..... 36 months/36,000 miles

#### *Powertrain Warranty*

Powertrain warranty ..... 60 months/60,000 miles

#### *Corrosion Perforation*

Corrosion perforation warranty ..... 60 months/unlimited

#### *Roadside Assistance Warranty*

Roadside warranty ..... 60 months/60,000 miles

#### *Hybrid/Electric Components Warranty*

Hybrid/electric components warranty ..... 96 months/100,000 miles

---

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

## Prepared for: City of Reynoldsburg

City of Reynoldsburg

Prepared by: Tyler Gribble

03/18/2026

Liberty Ford, Inc. | 5500 Warrensville Center Road Maple Heights Ohio | 441373126



## 2026 Maverick FWD SuperCrew 4.5' box 121.1" WB XL (W8A)

Price Level: 630

# As Configured Vehicle

## Description

### Base Vehicle

Base Vehicle Price (W8A)

### Packages

#### Equipment Group 100A

Includes:

- Engine: 2.5L Hybrid
- Transmission: Power-Split Electric CVT
- 2.91 Axle Ratio
- GVWR: 5,230 lbs
- Tires: P225/65R17 A/S BSW
- Wheels: 17" Steel w/Sparkle Silver Painted Cover
- Front Cloth Bucket Seats

Includes 6-way manual adjustable driver and 4-way manual adjustable passenger, front floor console with eShifter, armrest and storage bin.

- Radio: AM/FM Stereo w/6 Speakers  
Includes 2 front USB ports and 1 rear USB port.
- Ford Connectivity Package (1-Year Included)

Features may vary by make and model. Includes unlimited Wi-Fi hotspot, audio and video streaming, voice assistant and entertainment. Included for one-year from warranty start date. Requires activation via Ford app with credit card authorization; customer may cancel at any time. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Ford may temporarily slow data speeds if such data usage reaches or exceeds 50G within a billing cycle or due to network limitations. If a customer uses more than 50% of their data usage in a roaming country during a 60-day period, Ford may remove or limit the customer's data plan.

- SYNC 4 w/Enhanced Voice Recognition

Includes 13.2" center display, wireless phone connection, cloud connected, AppLink with App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility, digital owner's manual and conversational voice command recognition.

- SiriusXM w/360L

A 3-month trial subscription is included for all new SiriusXM-equipped Ford vehicles. Service will automatically stop at the end of your trial subscription period unless you decide to continue service. Trial is non-transferrable. If you do not wish to enjoy your trial, you can cancel by calling the number below. All SiriusXM services require a subscription, each sold separately by SiriusXM after the trial period. Service subject to the SiriusXM customer agreement and privacy policy, visit [siriusxm.com](http://siriusxm.com) for complete terms and how to cancel which includes online methods or calling 1-866-635-2349. Some services and features are subject to device capabilities and location availability. Satellite service not available in Alaska and Hawaii. Certain features and/or content may not be available in vehicles with SiriusXM with 360L unless an active data connection is enabled in the vehicle. Content varies by SiriusXM subscription plan. All fees, content and features are subject to change. SiriusXM and related logos are trademarks of Sirius XM Radio Inc. and its respective subsidiaries.

### Powertrain

Engine: 2.5L Hybrid

Transmission: Power-Split Electric CVT

2.91 Axle Ratio

GVWR: 5,230 lbs

### Wheels & Tires

Tires: P225/65R17 A/S BSW

Wheels: 17" Steel w/Sparkle Silver Painted Cover

Conventional 17" Spare Tire (215/70R17)

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

## Prepared for: City of Reynoldsburg

City of Reynoldsburg

Prepared by: Tyler Gribble

03/18/2026

Liberty Ford, Inc. | 5500 Warrensville Center Road Maple Heights Ohio | 441373126



## 2026 Maverick FWD SuperCrew 4.5' box 121.1" WB XL (W8A)

Price Level: 630

# As Configured Vehicle (cont'd)

## Description

*Removes tire inflator and sealant kit when ordered.*

## Seats & Seat Trim

### Front Cloth Bucket Seats

*Includes 6-way manual adjustable driver and 4-way manual adjustable passenger, front floor console with eShifter, armrest and storage bin.*

## Other Options

### 121.1" Wheelbase

### Monotone Paint Application

### Radio: AM/FM Stereo w/6 Speakers

*Includes 2 front USB ports and 1 rear USB port.*

*Includes:*

- Ford Connectivity Package (1-Year Included)

*Features may vary by make and model. Includes unlimited Wi-Fi hotspot, audio and video streaming, voice assistant and entertainment. Included for one-year from warranty start date. Requires activation via Ford app with credit card authorization; customer may cancel at any time. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Ford may temporarily slow data speeds if such data usage reaches or exceeds 50G within a billing cycle or due to network limitations. If a customer uses more than 50% of their data usage in a roaming country during a 60-day period, Ford may remove or limit the customer's data plan.*

- SYNC 4 w/Enhanced Voice Recognition

*Includes 13.2" center display, wireless phone connection, cloud connected, AppLink with App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility, digital owner's manual and conversational voice command recognition.*

- SiriusXM w/360L

*A 3-month trial subscription is included for all new SiriusXM-equipped Ford vehicles. Service will automatically stop at the end of your trial subscription period unless you decide to continue service. Trial is non-transferrable. If you do not wish to enjoy your trial, you can cancel by calling the number below. All SiriusXM services require a subscription, each sold separately by SiriusXM after the trial period. Service subject to the SiriusXM customer agreement and privacy policy, visit [siriusxm.com](http://siriusxm.com) for complete terms and how to cancel which includes online methods or calling 1-866-635-2349. Some services and features are subject to device capabilities and location availability. Satellite service not available in Alaska and Hawaii. Certain features and/or content may not be available in vehicles with SiriusXM with 360L unless an active data connection is enabled in the vehicle. Content varies by SiriusXM subscription plan. All fees, content and features are subject to change. SiriusXM and related logos are trademarks of Sirius XM Radio Inc. and its respective subsidiaries.*

### Front & Rear Floor Liners w/o Carpet Mats

*Deletes standard carpeted front floor mats.*

## Exterior Color

Oxford White

## Interior Color

Black Onyx/Dark Slate w/Front Cloth Bucket Seats

## Prepared for: City of Reynoldsburg

City of Reynoldsburg

Prepared by: Tyler Gribble

03/18/2026

Liberty Ford, Inc. | 5500 Warrensville Center Road Maple Heights Ohio | 441373126



## 2026 Maverick FWD SuperCrew 4.5' box 121.1" WB XL (W8A)

Price Level: 630

# Selected Equip & Specs

### Dimensions

- Conventional Capacity: 2,000 lbs.
- Cargo box length: 54.4"
- Cargo box volume: 33.3 cu.ft.
- Cargo box max width: 53.3"
- Cargo box tailgate width: 49.8"
- Vehicle body length: 199.7"
- Vehicle body height: 68.7"
- Vehicle turning radius: 20.0'
- Rear track: 62.8"
- Total passenger volume: 100.3 cu.ft.
- Headroom second-row: 39.6"
- Leg room second-row: 35.9"
- Shoulder room second-row: 55.6"
- Hip room second-row: 54.1"
- GCWR: 6,010 lbs.
- Cargo box min width: 42.6"
- Pickup box depth: 20.3"
- Cargo box max length: 72.0"
- Cargo box length feet: 4.5
- Vehicle body width: 72.6"
- Wheelbase: 121.1"
- Front track: 63.4"
- Front bumper to back of cab: 137.6"
- Headroom first-row: 40.3"
- Leg room first-row: 42.8"
- Shoulder room first-row: 57.3"
- Hip room first-row: 55.4"

### Powertrain

- Spark ignition system
- Engine cylinders: I-4
- Horsepower: 162 HP@5600 RPM
- Radiator
- Auto stop-start engine
- CVT
- Recommended fuel: regular unleaded
- All-speed ABS and driveline traction control
- Hybrid horsepower 5600 RPM
- Hybrid torque 4000 RPM
- 2.5L I-4 DOHC, Ti-VCT variable valve control, engine with 162HP
- Injection Type: sequential MPI
- Torque: 155 lb.-ft. @4000 RPM
- Hybrid electric motor starter
- Driver selectable drivetrain mode
- Front-wheel drive
- Easy Fuel capless fuel filler
- 191.0 hybrid net horsepower
- Hybrid torque 155.0 lbs.-ft.

### Fuel Economy and Emissions

- Fuel economy (city/highway/combined): 42 mpg/35 mpg/38 mpg
- Fuel economy combined: 38 mpg
- Gasoline secondary fuel type
- Electric additional fuel types
- Fuel economy city: 42 mpg
- Fuel economy highway: 35 mpg
- LEV3-SULEV30 emissions

### Suspension and Handling

- Standard ride suspension
- Gas-pressurized rear shock absorbers
- Gas-pressurized front shock absorbers

### Driveability

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03/18/2026

Liberty Ford, Inc. | 5500 Warrensville Center Road Maple Heights Ohio | 441373126



## 2026 Maverick FWD SuperCrew 4.5' box 121.1" WB XL (W8A)

Price Level: 630

### Selected Equip & Specs (cont'd)

- 4-wheel disc brakes
- 4-wheel antilock (ABS) brakes
- Electronic parking brake
- Post Collision Braking automatic post-collision braking system
- Brake assist system
- Independent front suspension
- Front anti-roll bar
- Semi-independent rear suspension
- Torsion beam rear suspension
- Electric power-assist steering system
- Driver selectable steering effort
- Front and rear ventilated disc brakes
- Four channel ABS brakes
- Regenerative brakes
- Automatic brake hold
- Hill Start Assist
- Strut front suspension
- Front coil springs
- Rear anti-roll bar
- Speed sensitive power steering
- Rack-pinion steering
- 2-wheel steering system

### Body Exterior

- 4 doors
- Pickup bed-rail protectors
- Black side window trim
- Black rear window trim
- Black rear bumper
- Black front bumper rub strip
- Standard style side mirrors
- Conventional left rear passenger door
- Tailgate
- 17 x 7-inch front and rear silver steel wheels
- Standard style pickup box
- Monotone paint
- Black door handles
- Body-coloured front bumper
- Rear bumper step
- Black grille
- Black door mirrors
- Conventional right rear passenger door
- P225/65RH17 AS BSW front and rear tires

### Convenience

- Built-in virtual assistant
- Keyfob activated door locks
- Auto-locking doors
- Cruise control with steering wheel mounted controls
- Power first-row windows
- Driver foot rest
- Fixed rear windshield
- Standard glove box
- 1 seatback storage pocket
- Rear door bins
- Rear beverage holders
- Retained accessory power
- PRND in IP
- Power door locks with 2 stage unlocking
- All-in-one remote fob and ignition key
- Manual tailgate/rear door lock
- Day/Night rearview mirror
- Full floor console
- Power fuel door release
- Front beverage holders
- 12 beverage holders
- Driver and passenger door bins
- Rear under seat tray
- Dashboard storage
- Trip computer

### Comfort

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## 2026 Maverick FWD SuperCrew 4.5' box 121.1" WB XL (W8A)

Price Level: 630

### Selected Equip & Specs (cont'd)

- Automatic climate control
- Rear under seat climate control ducts
- Cloth headliner material
- Full carpet floor covering
- Full floor coverage
- Carpet rear seatback upholstery
- Manual tilting steering wheel
- Cabin air filter
- Voice-activated climate control
- Full headliner coverage
- \* **Rubber front and rear floor mats**
- Cloth rear seat upholstery
- Urethane steering wheel
- Manual telescopic steering wheel

### Seats and Trim

- Seating capacity: 5
- Driver seat with 6-way directional controls
- Height adjustable front seat head restraints
- Front seat center armrest
- Manual height adjustable driver seat
- Manual reclining passenger seat
- Fixed rear seats
- Rear bench seat
- Bucket front seats
- Front passenger seat with 4-way directional controls
- Manual front seat head restraint control
- Manual reclining driver seat
- Manual driver seat fore/aft control
- Manual passenger seat fore/aft control
- Fixed rear head restraints
- Cloth front seat upholstery

### Entertainment Features

- 2 total number of 1st row displays
- Primary touchscreen display
- AM/FM/satellite
- AM radio
- SiriusXM with 360L satellite radio
- Radio data system (RDS)
- Ford Connectivity Package (1-year included) internet radio capability
- Standard grade speakers
- Steering wheel mounted audio controls
- 13.2 inch primary display
- SiriusXM with 360L AM/FM/Satellite radio
- In-vehicle audio
- FM radio
- Seek scan
- External memory control
- 3 month satellite trial subscription
- Speed sensitive volume
- Integrated roof audio antenna
- Speakers number: 6
- SYNC 4 with Enhanced Voice Recognition voice activated audio controls
- Wireless audio streaming

### Lighting, Visibility and Instrumentation

- Coloured instrument panel insert
- Configurable instrumentation gauges
- Digital clock
- Exterior temperature display
- SmartGauge with EcoGuide ECO feedback display gauge
- Engine/electric motor temperature gauge
- Digital/analog instrumentation display
- Trip odometer
- Compass
- Redundant digital speedometer
- Driver information center
- Electric power/regeneration gauge

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## 2026 Maverick FWD SuperCrew 4.5' box 121.1" WB XL (W8A)

Price Level: 630

### Selected Equip & Specs (cont'd)

- Gauge cluster display size (inches): 8.00
- Reflector headlights
- Autolamp auto on/off headlight control
- Delay-off headlights
- DRL preference setting
- Illuminated entry
- Variable instrument panel light
- High mounted center stop light
- Pickup box cargo light
- Deep tinted windows
- LED low and high beam headlights
- Multiple enclosed headlights
- Auto High Beam auto high-beam headlights
- Fixed interval front windshield wipers
- Front reading lights
- LED daytime running lights
- Fade interior courtesy lights

### Technology and Telematics

- SYNC 4 911 Assist emergency SOS system via mobile device
- Apple CarPlay/Android Auto smart device mirroring
- 5G Modem - Ford Connectivity Package mobile hotspot internet access
- Bluetooth handsfree wireless device connectivity
- FordPass App mobile app access
- 3 USB ports

### Safety and Security

- Driver front impact airbag
- Safety Canopy System curtain first and second-row overhead airbags
- Seat mounted side impact front passenger airbag
- Driver side knee airbag
- Rear seat center 3-point seatbelt
- Front and rear seatbelt pretensioners
- SecuriLock immobilizer
- Lane-Keeping System
- Pre-Collision Assist with Pedestrian Detection
- External acoustic pedestrian alert
- Rear mounted camera
- Manual rear child safety door locks
- Seat mounted side impact driver airbag
- Passenger front impact airbag
- Airbag occupancy sensor
- 7 airbags
- Front height adjustable seatbelts
- 4 seatbelt pre-tensioners
- Remote panic alarm
- PCA with AEB and Intersection Assist forward collision mitigation with left turn assist
- Driver Alert
- Front cross traffic mitigation
- AdvanceTrac w/Roll Stability Control electronic stability control system with anti-rollover

### Dimensions

#### General Weights

Curb weight .....	3,685 lbs.	GVWR .....	5,230 lbs.
Payload .....	1,500 lbs.		

#### Trailer Weights

Conventional capacity .....	2,000 lbs.	GCWR .....	6,010 lbs.
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#### Off Road

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Price Level: 630

### Selected Equip & Specs (cont'd)

Min ground clearance .....	8.3"	Loading floor height .....	30.1 "
Approach angle .....	20.6	Departure angle .....	21.9

#### Exterior Measurements

Vehicle body length .....	199.7"	Vehicle body width .....	72.6"
Vehicle body height .....	68.7"	Wheelbase .....	121.1"
Cargo box length .....	54.4"	Cargo box min width .....	42.6"
Cargo box volume .....	33.3 cu.ft.	Pickup box depth .....	20.3"
Cargo box max width .....	53.3"	Cargo box max length .....	72.0"
Cargo box tailgate width .....	49.8"	Cargo box length feet .....	4.5
Front track .....	63.4"	Rear track .....	62.8"
Vehicle turning radius .....	20.0'	Front bumper to back of cab .....	137.6"

#### Interior Volume

Total passenger volume .....	100.3 cu.ft.
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#### Headroom

Headroom first-row .....	40.3"	Headroom second-row .....	39.6"
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#### Legroom

Leg room first-row .....	42.8"	Leg room second-row .....	35.9"
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#### Shoulder Room

Shoulder room first-row .....	57.3"	Shoulder room second-row .....	55.6"
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#### Hip Room

Hip room first-row .....	55.4"	Hip room second-row .....	54.1"
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### Powertrain

#### Engine

Engine 2.5L I-4 DOHC, Ti-VCT variable valve control, engine with 162HP	Valves per cylinder .....	4	
Engine cylinders .....	I-4	Injection type .....	sequential MPI
Engine location .....	Front mounted engine	Ignition .....	Spark ignition system
Engine mounting direction .....	Transverse mounted engine	Engine block material .....	Aluminum engine block
Cylinder head material .....	Aluminum cylinder head		

#### Engine Specs

Displacement .....	2.5L	cc .....	151.8 cu.in.
Bore .....	3.5"	Stroke .....	3.94"
Compression ratio .....	13.0	SAEJ1349 .....	AUG2004 compliant

#### Engine Power

Horsepower .....	162 HP@5600 RPM	Torque .....	155 lb.-ft. @4000 RPM
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Price Level: 630

### Selected Equip & Specs (cont'd)

#### Alternator

Alternator amps ..... 150A      Alternator type ..... Regenerative alternator

#### Battery

Battery amps ..... 45Ah      Battery type ..... Lead acid battery  
Battery rating ..... 390CCA      Battery run down protection ..... Battery run down protection

#### Engine Extras

Radiator ..... Radiator      Starter ..... Hybrid electric motor starter  
Start-stop engine ..... Auto stop-start engine      Drivetrain selectable Driver selectable drivetrain mode

#### Transmission

Transmission ..... CVT      Transmission electronic control ..... Transmission electronic control  
Overdrive transmission ..... Overdrive transmission      Lock-up transmission ..... Lock-up transmission  
Selectable mode transmission ..... Selectable mode transmission

#### Drive Type

Drive type ..... Front-wheel drive

#### Drivetrain

Axle ratio ..... 2.91

#### Exhaust

Tailpipe ..... Stainless steel single exhaust

#### Fuel

Fuel type ..... regular unleaded

#### Fuel Tank

Capless fuel filler ..... Easy Fuel capless fuel filler      Fuel tank capacity ..... 13.79 gal.

#### Drive Feature

Traction control ..... All-speed ABS and driveline traction control

#### Electric Powertrain

Hybrid torque ..... Hybrid torque 155.0 lbs.-ft.      Hybrid net horsepower ..... 191.0 hybrid net horsepower  
Hybrid horsepower RPM ..... Hybrid horsepower 5600 RPM      Hybrid torque RPM ..... Hybrid torque 4000 RPM  
Electric motor output ..... 126 HP electric motor output      Electric motor output ..... 173 ft.-lbs electric motor output  
Number of electric motors ..... 1      Electric powertrain ..... HEV (hybrid electric vehicle)  
Electric motor 1 location ..... Front electric motor location

#### Electric Vehicle Battery Pack

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Price Level: 630

**Selected Equip & Specs (cont'd)**

Traction battery type ..... lithium ion (Li-ion)

Gross traction battery capacity 1.1 kWh gross traction battery capacity

**Fuel Economy and Emissions**

*Fuel Economy*

Secondary fuel type ..... Gasoline secondary fuel type  
Fuel economy city ..... 42 mpg  
Fuel economy (city/highway/combined) ..... 42 mpg/35 mpg/38 mpg

Fuel economy combined ..... 38 mpg  
Fuel economy highway ..... 35 mpg  
Fuel economy status ..... Previous year fuel economy status

*Emissions*

Emissions ..... LEV3-SULEV30 emissions

Emissions tiers ..... Tier 3 Bin 30 emissions

*Fuel Economy (Alternate 1)*

Additional fuel types ..... Electric additional fuel types

*Green Values*

Greenhouse gas score ..... 7.00 GG  
Carbon FP / Tailpipe and upstream total GHG (CO2, tons per year) ..... 4.7

Energy Impact Score (Barrels per year) ..... 7.8

**Suspension and Handling**

*Suspension*

Suspension ..... Standard ride suspension

Front shock absorbers ... Gas-pressurized front shock absorbers

Rear shock absorbers ... Gas-pressurized rear shock absorbers

**Driveability**

*Brakes*

Brake type ..... 4-wheel disc brakes

Ventilated brakes ..... Front and rear ventilated disc brakes

ABS brakes ..... Four channel ABS brakes

Electronic parking brake ..... Electronic parking brake

ABS brakes ..... 4-wheel antilock (ABS) brakes

Post collision braking system ... Post Collision Braking automatic post-collision braking system

*Brake Assistance*

Hill start assist ..... Hill Start Assist

Brake assist system ..... Brake assist system

*Front Suspension*

Front anti-roll ..... Front anti-roll bar

Suspension ride type front ..... Independent front suspension

Suspension type front ..... Strut front suspension

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Price Level: 630

**Selected Equip & Specs (cont'd)**

*Front Spring*

Regular front springs ..... Regular front springs      Springs front ..... Front coil springs

*Rear Spring*

Springs rear ..... Rear coil springs      Rear springs ..... Regular grade rear springs

*Rear Suspension*

Rear anti-roll ..... Rear anti-roll bar      Suspension type rear ..... Torsion beam rear suspension

Suspension ride type rear ..... Semi-independent rear suspension

*Steering*

Steering ..... Electric power-assist steering system      Steering type ..... Rack-pinion steering

Speed sensitive steering ..... Speed sensitive power steering      Driver selectable steering effort ..... Driver selectable steering effort

Steering type number of wheels ..... 2-wheel steering system

**Exterior**

*Front Wheels*

Front wheels diameter ..... 17"      Front wheels width ..... 7"

*Rear Wheels*

Rear wheels diameter ..... 17"      Rear wheels width ..... 7"

*Front And Rear Wheels*

Appearance ..... silver      Material ..... steel

*Front Tires*

Aspect ..... 65      Diameter ..... 17"

Sidewalls ..... BSW      Speed ..... H

Tread ..... AS      Type ..... P

Width ..... 225mm

*Rear Tires*

Aspect ..... 65      Diameter ..... 17"

Sidewalls ..... BSW      Speed ..... H

Tread ..... AS      Type ..... P

Width ..... 225mm

**Body Exterior**

*Trailer*

Towing trailer sway ..... Trailer sway control

*Exterior Features*

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Price Level: 630

**Selected Equip & Specs (cont'd)**

Box style ..... Standard style pickup box      Number of doors ..... 4 doors

*Body*

Body panels .... Galvanized steel and aluminum body panels with side impact beams

*Spare Tire*

\* Spare tire .... Full-size spare tire with steel wheel      Spare tire location ..... Crank-down spare tire

*Wheels*

Wheel covers ..... Wheel hub covers

**Convenience**

*Technology*

Built-in virtual assistant ..... Built-in virtual assistant

*Door Locks*

Door locks ... Power door locks with 2 stage unlocking      Keyfob door locks ..... Keyfob activated door locks  
All-in-one key ... All-in-one remote fob and ignition key      Auto door locks ..... Auto-locking doors  
Tailgate control ..... Manual tailgate/rear door lock

*Cruise Control*

Cruise control ..... Cruise control with steering wheel mounted controls

*Rear View Mirror*

Day/Night rearview mirror ... Day/Night rearview mirror

*Exterior Mirrors*

Folding door mirrors ..... Manual folding door mirrors

*Front Side Windows*

First-row windows ..... Power first-row windows

*Floor Console*

Floor console ..... Full floor console      Floor console storage ... Covered floor console storage

*Overhead Console*

Overhead console ..... Mini overhead console      Overhead console storage Overhead console storage

*Driver Visor*

Visor driver mirror ..... Driver visor mirror      Visor driver expandable coverage .... Driver visor with expandable coverage

*Passenger Visor*

Visor passenger mirror ..... Passenger visor mirror      Visor passenger expandable coverage .... Passenger visor with expandable coverage

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Price Level: 630

**Selected Equip & Specs (cont'd)**

*Power Outlets*

12V power outlets ..... 1 12V power outlet

*Pedals*

Driver foot rest ..... Driver foot rest

*Remote Releases*

Fuel door ..... Power fuel door release

*Rear Windshield*

Rear windshield ..... Fixed rear windshield

*Storage*

Door bins front ..... Driver and passenger door bins  
Number of beverage holders ..... 12 beverage holders  
Beverage holders rear ..... Rear beverage holders  
Dashboard storage ..... Dashboard storage  
Under seat tray rear ..... Rear under seat tray

Door bins rear ..... Rear door bins  
Beverage holders ..... Front beverage holders  
Glove box ..... Standard glove box  
Seatback storage pockets ..... 1 seatback storage pocket

*Windows Feature*

One-touch down window ..... Driver one-touch down window

*Windows Rear Side*

Second-row windows ..... Power second-row windows

*Miscellaneous*

Trip computer ..... Trip computer  
Accessory power ..... Retained accessory power

PRND in IP ..... PRND in IP

**Comfort**

*Climate Control*

Climate control ..... Automatic climate control  
Voice activated climate control ..... Voice-activated climate control

Cabin air filter ..... Cabin air filter  
Rear under seat ductsRear under seat climate control ducts

*Headliner*

Headliner material ..... Cloth headliner material

Headliner coverage ..... Full headliner coverage

*Door Trim*

Door panel insert ..... Coloured door panel insert

*Floor Trim*

Floor covering ..... Full carpet floor covering  
\* **Floor mats** ..... **Rubber front and rear floor mats**

Floor coverage ..... Full floor coverage

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## 2026 Maverick FWD SuperCrew 4.5' box 121.1" WB XL (W8A)

Price Level: 630

### Selected Equip & Specs (cont'd)

#### Second-Row Seat Trim

Rear seat upholstery ..... Cloth rear seat upholstery

Rear seatback upholstery ..... Carpet rear seatback upholstery

#### Steering Wheel

Steering wheel material ..... Urethane steering wheel

Steering wheel telescopic ..... Manual telescopic steering wheel

Steering wheel tilt ..... Manual tilting steering wheel

### Seats and Trim

#### Seat Capacity

Seating capacity ..... 5

#### Front Seats

Driver seat direction Driver seat with 6-way directional controls

Height adjustable driver seat ..... Manual height adjustable driver seat

Driver seat fore/aft control ..... Manual driver seat fore/aft control

Passenger seat direction Front passenger seat with 4-way directional controls

Split front seats ..... Bucket front seats

Reclining passenger seat Manual reclining passenger seat

Passenger seat fore/aft control ..... Manual passenger seat fore/aft control

Front head restraints ..... Height adjustable front seat head restraints

Front head restraint control ..... Manual front seat head restraint control

Armrests front center ..... Front seat center armrest

Reclining driver seat ..... Manual reclining driver seat

#### Rear Seats

Bench seats ..... Rear bench seat

Rear seats fixed or removable ..... Fixed rear seats

Folding second-row seats ..... Full folding rear seats

Rear seat direction ..... Front facing rear seat

Rear seat folding position ..... Fold forward rear seatback

Rear head restraints ..... Fixed rear head restraints

Number of rear head restraints ..... 3 rear seat head restraints

#### Front Seat Trim

Front seat upholstery ..... Cloth front seat upholstery

Front seatback upholstery ..... Cloth front seatback upholstery

#### Interior Accents

Interior accents ..... Other interior accents

### Entertainment Features

#### Displays

Primary touchscreen display ..... Primary touchscreen display

Number of first-row displays 2 total number of 1st row displays

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## 2026 Maverick FWD SuperCrew 4.5' box 121.1" WB XL (W8A)

Price Level: 630

### Selected Equip & Specs (cont'd)

Primary display size ..... 13.2 inch primary display

#### Radio Features

External memory ..... External memory control

RDS ..... Radio data system (RDS)

Seek scan ..... Seek scan

Internet radio capability ..... Ford Connectivity Package  
(1-year included) internet radio capability

#### Speakers

Speakers ..... Standard grade speakers

Speakers number ..... 6

#### Audio Features

Steering mounted audio control ..... Steering wheel  
mounted audio controls

Speed sensitive volume ..... Speed sensitive volume

Voice activated audio ..... SYNC 4 with Enhanced Voice  
Recognition voice activated audio controls

Wireless streaming ..... Wireless audio streaming

### Lighting, Visibility and Instrumentation

#### Instrument Panel Trim

Panel insert ..... Coloured instrument panel insert

#### Instrumentation

Trip odometer ..... Trip odometer

Instrumentation display Digital/analog instrumentation  
display

Configurable instrumentation gauges ..... Configurable  
instrumentation gauges

#### Instrumentation Displays

Speedometer ..... Redundant digital speedometer

Driver information center ..... Driver information center

Compass ..... Compass

Temperature display ..... Exterior temperature display

Clock ..... Digital clock

Eco feedback ..... SmartGauge with EcoGuide ECO  
feedback display gauge

#### Instrumentation Gauges

Electric power regeneration gauge ..... Electric  
power/regeneration gauge

Gauge cluster display size (inches) ..... 8.00

Engine/electric motor temperature

gauge ..... Engine/electric motor temperature gauge

#### Instrumentation Warnings

Engine temperature warning ..... Engine temperature  
warning

Low fuel warning ..... Low fuel warning

Low brake fluid warning ..... Low brake fluid warning

Headlights on reminder ..... Headlights on reminder

Bulb warning ..... Bulb failure warning

Trunk warning ..... Rear cargo ajar warning

Oil pressure warning ..... Oil pressure warning

Low washer fluid warning ..... Low washer fluid warning

Battery charge warning ..... Battery charge warning

Key in vehicle warning ..... Key in vehicle warning

Door ajar warning ..... Door ajar warning

Service interval warning ..... Intelligent Oil-Life Monitor  
service interval indicator

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Price Level: 630

### Selected Equip & Specs (cont'd)

Low tire pressure warning ..... Tire specific low air pressure warning

#### Glass

Tinted windows ..... Deep tinted windows

#### Headlights

Headlights ..... LED low and high beam headlights

Auto headlightsAutolamp auto on/off headlight control

Delay off headlights ..... Delay-off headlights

DRL preference setting ..... DRL preference setting

#### Front Windshield

Wipers ..... Fixed interval front windshield wipers

#### Interior Lighting

Illuminated entry ..... Illuminated entry

Front reading lights ..... Front reading lights

#### Lights

Running lights ..... LED daytime running lights

High mount stop light High mounted center stop light

Headlight type ..... Reflector headlights

Multiple headlights ..... Multiple enclosed headlights

Auto high-beam headlights ..... Auto High Beam auto high-beam headlights

Variable panel light ..... Variable instrument panel light

Interior courtesy lights ..... Fade interior courtesy lights

Pickup box cargo light ..... Pickup box cargo light

### Technology and Telematics

#### Connectivity

Handsfree ..... Bluetooth handsfree wireless device connectivity

Emergency SOS SYNC 4 911 Assist emergency SOS system via mobile device

Smart device integration Apple CarPlay/Android Auto smart device mirroring

#### Internet Access

Internet access ..... 5G Modem - Ford Connectivity

Package mobile hotspot internet access

#### USB Ports

USB ports ..... 3 USB ports

### Safety and Security

#### Airbags

Front impact airbag driver ..... Driver front impact airbag

Front impact airbag passenger ..... Passenger front impact airbag

Front side impact airbag driver ..... Seat mounted side impact driver airbag

Number of airbags ..... 7 airbags

Knee airbag ..... Driver side knee airbag

Front side impact airbag passenger ..... Seat mounted side impact front passenger airbag

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

**Prepared for: City of Reynoldsburg**



City of Reynoldsburg

Prepared by: Tyler Gribble

03/18/2026

Liberty Ford, Inc. | 5500 Warrensville Center Road Maple Heights Ohio | 441373126

**2026 Maverick FWD SuperCrew 4.5' box 121.1" WB XL (W8A)**

Price Level: 630

**Selected Equip & Specs (cont'd)**

Occupancy sensor ..... Airbag occupancy sensor

Overhead airbags. Safety Canopy System curtain first and second-row overhead airbags

*Seatbelts*

3-point seatbelt ..... Rear seat center 3-point seatbelt

Height adjustable seatbelts ..... Front height adjustable seatbelts

Seatbelt pretensioners ..... Front and rear seatbelt pretensioners

Seatbelt pretensioners number ..... 4 seatbelt pretensioners

*Security System*

Immobilizer ..... SecuriLock immobilizer

Remote panic alarm ..... Remote panic alarm

*Active Driving Assistance*

Lane departure ..... Lane-Keeping System

Forward collision warning ..... PCA with AEB and Intersection Assist forward collision mitigation with left turn assist

Pedestrian detection ..... Pre-Collision Assist with Pedestrian Detection

External acoustic pedestrian alert ..... External acoustic pedestrian alert

Driver attention monitor ..... Driver Alert

Front cross traffic warning ..... Front cross traffic mitigation

*Cameras*

Rear camera ..... Rear mounted camera

*Traction Control*

Electronic stability control ..... AdvanceTrac w/Roll Stability Control electronic stability control system with anti-rollover

*Occupant Safety*

Child door locks ..... Manual rear child safety door locks

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



**STAFF REPORT  
REYNOLDSBURG CITY COUNCIL**

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**DATE:** April 27, 2026

**RE:** An Ordinance Authorizing the Mayor to Enter into a Contract with EMH&T for Professional Engineering Services Pertaining to the Evaluation of the City's Water Distribution System

**APPROVALS:**

Joe Begeny  
Shanette Strickland  
Chris Shook  
Mollie Prasher

**EMERGENCY:**

**REASON FOR EMERGENCY:**

**STAFF REPORT:**

---

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH EMH&T FOR PROFESSIONAL ENGINEERING SERVICES PERTAINING TO THE EVALUATION OF THE CITY'S WATER DISTRIBUTION SYSTEM**

**WHEREAS**, the Public Service Department intends to ensure that the City's water distribution system is functioning at an optimal level; and

**WHEREAS**, the Public Service Department maintains this system to ensure that adequate pressure and the overall quality of water consumers receive meets or exceeds all current regulations/guidelines; and

**WHEREAS**, to help ensure this process, the City intends to enter into a contract with EMH&T to conduct a Water Modeling Study at a total cost of \$57,000.00.

**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 a contract with EMH&T to conduct a Water Modeling Study at a total cost of \$57,000.00.

**SECTION 2.** That an amount of \$57,000.00 from the unappropriated account number 710.735.5399 Water Fund Miscellaneous Services for such contract expenses.

**SECTION 3.** That these funds were included in the 2026 Budget.

**SECTION 4.** Upon adoption by Council, this Ordinance shall be in effect thirty days following the signature of the Mayor.



Engineers, Surveyors, Planners, Scientists

December 22, 2025

Mr. William Dorman  
Director of Public Service  
City of Reynoldsburg  
7232 East Main Street  
Reynoldsburg, OH 43068

Subject: Water System Model Update

Dear Mr. William Dorman,

EMH&T is pleased to submit this proposal for professional engineering services for the City's **Water System Model Update**. Our services encompass all work associated with updating the existing static water model, on-site testing and monitoring of water systems, and memo style report documentation.

The scope of work identified in this document is based on EMH&T's knowledge of the project requirements at the time this proposal was prepared and served as the basis for the price proposal and agreed upon fee; however, changes in work and related fee adjustments may be required as the project develops and more complete information becomes available.

### **Scope of Services**

The Scope of Services for this improvement is outlined below:

#### **Task 1 - Project Management**

##### **Kickoff Meeting**

- a. EMH&T will hold a kick-off meeting in person in the City's office for the purpose of discussing and confirming the overall project scope, schedule, deliverables, milestones, and the City's expectations.
2. **Progress Meetings**
  - a. EMH&T assumes a total of two project meetings are appropriate for a project of this nature. These meetings are intended to discuss in detail the progression of the study and efforts, and any additional information, assumptions, or verify City priorities as the mapping and modeling efforts are progressing and finalized.
3. **City of Columbus Coordination**
  - a. It is assumed that coordination with the City of Columbus will be required with this effort. This coordination will include requesting meter reading data, function and specifications of meters in place and general discussions regarding operation of the Columbus Distribution System that supplies Reynoldsburg water

#### **Task 2 – Static Model Update**

##### **1. Obtain and Review GIS Information**

- a. EMH&T will coordinate with the City for a comprehensive export of the available GIS information applicable to this study, including but not limited to parcel data, land use, pressure reducing valve settings and existing and proposed infrastructure improvements not already captured in the existing water model.

## 2. Field Work

- a. Obtain up to 5 field hydrant flow tests to establish operational data points to which the model can be calibrated. EMH&T will complete the testing with supervision and assistance from the City's personnel.
- b. Two pressure monitor data collectors will be installed on existing hydrants on the distribution system. These will be relocated up to five times. This will provide information related to fluctuation of the system pressures over the course of normal daily operation.

## 3. Demand Allocation

- a. Total system demand will be identified through monthly meter readings recorded by the City of Columbus. It is anticipated that a demand condition will be defined with the model for the Average Daily Demand, Maximum Daily Demand and Peak Hour Demand.
- b. Demands can be distributed based on auditor land-use information and spread throughout the City. Demands will be scaled proportionally to the monthly meter readings. Individual meters will not be included in the model.

## 4. Update Water Modeling Information

- a. EMH&T prepared the previous water model for the City. EMH&T will review the latest existing water system model and coordinate with the City to make updates to appropriately reflect major changes since the last water model update to establish a base point to apply updated system improvements. Coordination is expected to include but not limited to verification of infrastructure changes, and use of recent hydrant tests if available.

### **Task 3 – System Analysis**

#### 1. Focused Review of Summit and Taylor Pressure District Combination

- a. Based on the data logging EMH&T completed in October 2025, the Summit and Taylor district appear to be hydraulically linked without a pressure reducing valve. EMH&T will conduct a thorough review of the need to separate these districts.

#### 2. Overall Analysis of Pressure District Boundaries

- a. EMH&T will review the existing pressure and fire flows at the boundaries of the existing pressure districts. This analysis will identify the removal or replacement of existing PRVs.

### **Task 4 – Reporting and Deliverables**

#### 1. Report Memo

- a. EMH&T will provide an electronic memo to include:
  - i. Evaluation of existing and proposed pressure district boundaries.
  - ii. Estimated costs for capital improvements of the recommended pressure district boundaries.
  - iii. Integration of water system mapping and modeling efforts in Task 2, contextualized into the report.

**Fees**

Services will be provided as per the conditions of our Professional Services Agreement **effective January 1, 2024**, and the associated Time Rates for the City. Fees for the work described within the Scope of Services shall not exceed **\$57,000.00** without prior authorization from the City.

**EMH&T DESIGN AND CONSTRUCTION SERVICES FEE SUMMARY**

Description of Design Service/Task	Fee
1. Project Management	\$6,000.00
2. Static Model Update	\$30,000.00
3. System Analysis	\$10,000.00
4. Reporting and Deliverables	\$10,000.00
Reimbursable Expenses (printing, mileage, etc.)	\$1,000.00
<b>TOTAL FEE</b>	<b>\$57,000.00</b>

**Clarifications and Exclusions**

The following general items are not included as a part of this proposal:

- Attendance at public hearings or meetings.
- This analysis will not consider future growth outside or inside of the City.
- Costs estimates are based on concept level improvements. These estimates will not be based upon specific alignment considerations or similar.
- Detailed design and engineering of recommended infrastructure.
- Water quality/water age will not be considered in the analysis.
- Review of water rates or other financial evaluations to support/justify the system improvements or economic impacts will not be provided.
- Topographic and boundary surveying (GIS information will be utilized with this study).

Should any of these services or other additional services become necessary, they can be performed on an hourly basis in accordance with our standard rate schedule or under separate contract as warranted. Additional services shall be performed only upon receipt of written authorization by the owner.

**TERMS AND CONDITIONS OF PROFESSIONAL SERVICE**

This proposal is executed and delivered pursuant to the Professional Service Agreement (PSA) between EMH&T and the City of Reynoldsburg, effective January 1, 2024, (the "Agreement"). All terms and conditions of the Agreement are incorporated by reference and made part hereof for all purposes.

The receipt of a signed copy of this proposal will constitute authorization to begin work. If this proposal is not accepted and executed within ninety (90) days, EMH&T reserves the right to adjust the fee or withdraw the offer to perform the services described. Further, if the services are suspended for more than ninety (90) days, EMH&T shall be entitled to an equitable adjustment in the service fee and/or schedule.

EMH&T appreciates the opportunity to submit this proposal to you and looks forward to working with you on this project. EMH&T is prepared to commence work upon receipt of your acceptance.

Respectfully submitted,  
EVANS, MECHWART, HAMBLETON & TILTON, INC.



Mitchell Yake, PE

Project Engineer

**Acceptance and Authorization to Proceed**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Print Name and Date

Copy:  
Joe Begeny - Mayor  
Ryan Andrews - EMH&T



**STAFF REPORT  
REYNOLDSBURG CITY COUNCIL**

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**DATE:** April 27, 2026

**RE:** An Ordinance to Amend the Personnel Procedure Manual Regarding Inclement Weather, Short-Term and Long-Term Disability, and Fleet Safety

**APPROVALS:**

Joe Begeny  
Chris Shook  
Mollie Prasher

**EMERGENCY:**

**REASON FOR EMERGENCY:**

**STAFF REPORT:**

---

**An Ordinance to Amend the Personnel Procedure Manual Regarding Inclement Weather, Short-Term and Long-Term Disability, and Fleet Safety**

WHEREAS, the Council of the City of Reynoldsburg has determined that it is necessary to update the 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 Personnel Procedure Manual does hereby amend the sections Inclement Weather, Short-Term and Long-Term Disability, and Fleet Safety.

SECTION 2. Upon approval of Council, this Ordinance will be effective thirty days following the signature of the Mayor.



## Personnel Policy 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 are 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 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, to 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 employee during their 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**

1. 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. positions are:
  - a) The following selection procedure shall be followed whether by original appointment or promotional appointment:
    - i) A competitive promotional Civil Service examination as set forth in Reynoldsburg City Code 157.04 shall not be given;
    - ii) 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
    - iii) 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:

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.

1. 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.
2. 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.
3. 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.
4. 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.

## **SEPARATION**

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.

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.

Upon separation, the employee must return any property belonging to the City, including: City clothing displaying the City of Reynoldsburg logo, ID badge, keys, City issued cell phone, laptop, City credit card/fleet card and any other materials belonging to the City. A failure to timely return City equipment/property may result in a delayed delivery of their final paycheck.

Upon separation, the employee (or spouse, beneficiary, or estate upon the employee's death) will be paid out any unused vacation pay. Payment shall be at the rate applicable to the employee's current rate of pay at the time of separation.

Upon separation, the employee (or spouse, beneficiary, or estate upon the employee's death) shall be entitled to payment for any accrued overtime hours, including compensatory time hours accrued, but unused. Such payment shall be at the overtime rate applicable to the employee's current rate of pay at the time of separation.

Upon separation, an employee with ten (10), fifteen (15), twenty (20), or twenty-five (25) years of service to the City of Reynoldsburg, with at least two (2) weeks prior notice or if upon death, the spouse (if applicable) or beneficiary or estate, shall be paid out accumulated, but unused sick leave at the employee's current rate of pay at the time of separation as follows:

1. Ten (10) years of service shall be entitled to 25% of their accumulated, but unused sick leave, not to exceed 320 hours.
2. Fifteen (15) years of service shall be entitled to 30% of their accumulated, but unused sick leave, not to exceed 540 hours.
3. Twenty (20) years of service shall be entitled to 40% of their accumulated, but unused sick leave, not to exceed 760 hours.

4. Twenty-Five (25) years of service shall be entitled to 50% of their accumulated, but unused sick leave, not to exceed 880 hours.
5. If an employee is killed in the line of duty, the employee's spouse (if applicable), or beneficiary or estate, shall be paid 100% of the deceased employee's accumulated, but unused sick leave.

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

Upon separation, you cannot extend your resignation/retirement/termination by using vacation, sick, comp time, personal day(s) or any type of leave.

Upon separation, if you leave prior to a holiday in the pay period, you will not be paid for the holiday, unless you work the full day after the holiday.

Upon separation, if you did not use your personal day or your bonus personal day, you will lose it and you will not be paid out for either.

If an employee separates from the City within one year of receiving education reimbursement, they will be required to reimburse the City for the associated costs. The Auditor's Department will be responsible for monitoring the amount owed and ensuring that reimbursement is received.

**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:

1. Registration and voting.
2. Expressing opinions, either orally or in writing.
3. Voluntary financial contributions to political candidates or organizations.
4. Circulating non-partisan petitions or petitions stating views on legislation.
5. Attendance at political rallies.
6. Signing nominating petitions in support of individuals.
7. Displaying political materials in the employee's home or on the employee's property.
8. Wearing political badges or buttons, or the display of political stickers on private vehicles.
9. Serving as a precinct official under O.R.C. § 3501.22.

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 funds 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:

1. Distribution of literature, solicitation and the sale of merchandise or services is prohibited in public areas.
2. 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.
3. 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 employee's 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 withheld 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)

1. 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 15<sup>th</sup> of October. The payment will be made at the employee's current rate of pay and will be paid during Pay Period 24.
  - 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.

**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**

Severe weather emergencies have the potential to impact and/or disrupt City operations. During such weather related emergencies, it is important to identify which employees are critical to the continuity of the City's operations. As such, employees may be classified as one of the following: Essential or Non-Essential personnel.

### **Snow Level Emergency:**

- **LEVEL 1: All employees report to work. (unless the Mayor closes the building)**
- **LEVEL 2: All employees report to work. (unless the Mayor closes the building)**
- **LEVEL 3: Only Essential Employees are required to come to work. (Mayor closes building for Level 3)**

Essential employees who are required to report to work during a weather emergency shall not be entitled to receive paid administrative leave.

### **Essential vs Non-Essential Employees:**

1. **Essential Employees:** Those employees who perform a service-critical activity and must be onsite to perform the work. This includes employees who work in departments/divisions that respond to emergency safety and care of the public. Essential employees are required to report to work, even if their residence is in a Level 3 snow area. Essential employees must carry their Essential Employee ID badge while operating a vehicle in Level 3 areas.

All Full-Time and ¾ Full-Time Employees in the following departments are considered Essential Employees with the **exception** of support personnel:

- Street Department
- Storm Water Department
- Water Department
- Waste Water Department
- Maintenance Department
- Parks and Recreation Department

All Full-Time and ¾ Full-Time Employees in the following department **including** support personnel are considered Essential Employees:

- Police Department

2. **Non-Essential Employees:** This group includes employees whose job functions are not critical to maintaining City operations during severe weather events. The absence of Non-Essential employees due to severe weather will not disrupt essential services or public safety, allowing them to remain at home. Non-Essential employees will continue to receive compensation during this period, classified as Paid Administrative Leave.

**Notification:**

In the event that the Mayor closes the City office for non-essential employees, each Department Director, Supervisor &/or Manager shall be responsible for informing their employees of the closure.

**Location of Residence:**

If you live in a Level 3 snow area and the City office is open, you may remain at home, unless you are deemed an Essential Employee. You will continue to receive compensation during this period, classified as Paid Administrative Leave.

**Reporting to Work/Compensation:**

1. In the event that the City office remains open, 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 and the employee shall notify their Supervisor as soon as possible. Reasonable consideration will be granted for an arrival time of up to one hour late, during which, the employee will receive Paid Administrative Leave for that hour. If the employee arrives later than one hour, they will need to utilize their own leave time (Vacation, Sick, Comp, or Personal Time).
2. Employees who are unable to report to work shall notify their immediate Supervisor or Department Head.
  - a) The employee may use accrued vacation, comp time or personal leave for the period of absence, subject to the approval of their supervisor or Department Head.
  - b) If the employee does not have any accrued time, they must 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.
3. Employees reporting for work as scheduled will be paid at their regular rate of pay for all hours actually worked.
4. Employees not scheduled to work, but who are called-in, shall be paid consistent with the Call-In Pay Policy for all hours worked.

5. If the City office closes while the employee is at work, due to a Level 3 emergency, the employee is required to leave early and shall be compensated for the remaining day as Paid Administrative Leave.
6. If the Level 3 emergency is lifted during the shift, after the employee has already been notified not to report to work, the employee will suffer no loss of pay for the entire shift.
7. 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.

If an employee separates from the City within one year of receiving education reimbursement, they will be required to reimburse the City for the associated costs. The Auditor's Department will be responsible for monitoring the amount owed and ensuring that reimbursement is received.

**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.

**Sick Leave 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 conditions 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 another 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**

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.

## **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 fixed 12-month FMLA calendar 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. "Fixed 12-month FMLA calendar year": The fixed 12-month FMLA calendar year is designated from January 1 through December 31. Eligible employees may utilize up to 12-weeks of FMLA leave within this period per year subject to approval.
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 (3) consecutive calendar days that also involves:
    - i) Two or more treatments by a healthcare 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 healthcare provider on one occasion that results in a regimen of continuing treatment under the supervision of a healthcare 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 healthcare 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 (3) days absent medical intervention. (i.e. chemotherapy, dialysis for kidney disease, etc.).
5. "Licensed Healthcare Provider": A doctor of medicine, a doctor of osteopathy, podiatrists, dentists, optometrists, psychiatrists, 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 (5) 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 (5) 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) 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) 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 fifteen (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.

### **Short-Term and Long-Term Disability**

~~To be eligible to apply for short-term or long-term disability benefits, employees must first exhaust all accrued sick leave, sick transferred leave, comp time and vacation leave. Sick and vacation time will not accrue during the period of short-term or long-term disability. Additionally, employees on short-term or long-term disability leave will not be compensated for holidays.~~

Employees approved for Short-Term or Long-Term disability are solely administered by the life insurance provider in accordance with plan terms, and approval or denial decisions are made by the provider, not the City of Reynoldsburg. Employees approved for Short-Term disability or Long-Term disability may take disability leave upon approval from the life insurance provider without being required to exhaust accrued sick leave, vacation leave, or other paid time off.

While an employee is on an approved disability leave:

- Employees will be compensated in accordance with our agreement with the life insurance provider.
- Employees on disability leave will not be compensated for holidays nor will they be eligible to accrue sick or vacation time.
- Disability leave shall run concurrently with Family Medical Leave Act (FMLA) and be counted against the amount of FMLA leave available.

**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.

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' notices 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 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:

1. 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);
2. donates a minimum of eight (8) hours;
3. 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
4. does not donate more than 200 hours in one (1) calendar year.
5. 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:

1. has a serious illness or injury as previously defined, and provides written documentation from his or her physician certifying the serious illness or injury.
2. has no accrued leave.
3. 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).
4. 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.
5. The Request for Leave Donation Form can be obtained in the Human Resources Department and must be returned there.
6. 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.

Upon approval of donated leave, employees may contribute hours from sick leave, vacation leave, and personal days. The minimum total donation must be at least eight (8) hours. 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:

1. certification from the employee's physician that he or she is capable of engaging in sustained regular employment; or
2. an employee's application for retirement is approved;
3. death of the employee, whichever should first occur;
4. 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 – 4 years	3.08 hours
5 – 10 years	4.62 hours
11 – 14 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 will be as follows:

<u>Length of Service</u>	<u>Hours Earned Each Biweekly Pay</u>
0-4 years	1.54 hours
5-10 years	2.31 hours
11-14 years	3.08 hours
15 plus years	3.85 hours

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

<u>Completed Years of Service</u>	<u>Hours Earned Biweekly Pay</u>
0-4 years	2.31
5-10 years	3.47
11-14 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 employee's 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.

The City will recognize prior service credit for employment with an Ohio agency that contributed to OPERS (Ohio Public Employee Retirement System), STRS (School Teachers Retirement System of Ohio), SERS (School Employees Retirement System of Ohio), OP&F (Ohio Police and Fire Pension Fund), or HPRS (State Highway Patrol Retirement System). The City also recognizes prior service credit from Ohio Cities/government agencies that may contribute to their own retirement plan (i.e. City of Cincinnati). Part-time, seasonal, and intern service will be prorated when calculating eligible prior service credit.

### **Vacation Leave Use**

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

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

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

### **Vacation Conversion**

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 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 another 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 depending on the specific circumstances of 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. Employees scheduled for 10-hour workdays or a 30-hour workweek are required to adjust their schedules during holiday weeks. Employees working 10-hour days are required to modify their schedules to five 8-hour days during the holiday week with 8-hours compensated for the holiday, and those working a 30-hour week are required to modify their schedules to five 6-hour days during the holiday week with 6-hours compensated for the holiday. Part-time employees, defined as those working 29 hours or fewer per week, will receive 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
- o. 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.

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 the employee's standard workday hours at the straight-time rate. During the week of a holiday standard workday hours for employees on the 10-hour workday schedule will revert to a standard 8-hour workday or those on the 30-hour workweek schedule will revert to a standard 6-hour workday.

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 additional hours of pay based upon the employee's standard workday hours pay at the straight-time rate.

If a holiday occurs when an employee is on paid leave, the employee will be entitled to the employee's standard workday hours holiday pay at the straight-time rate. 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.

Injuries that occur in the course of employment must be reported in accordance with company procedures.

If an employee is injured while on duty, they are required to complete all forms included in the Injury Packet and bring them to the medical facility for the attending physician to complete their section. Injury Packets are available through the Human Resources Department. If you are unable to access an Injury Packet, please request one from your Supervisor. All completed forms must be submitted to Human Resources within 24 to 48 hours.

In the event of an injury, even if the employee chooses not to seek medical treatment, they must still complete the First Report of Injury (FROI) form included in the Injury Packet and submit it to Human Resources within 24 to 48 hours.

If the injured employee must leave work prior to completing their workday due to their injury, the employee shall be compensated at their regular rate of pay for the remaining hours of their shift.

An injured employee will automatically be placed on FMLA/Injury Leave or, if or when the injured employee exhausts their FMLA, the employee will, at that time, utilize only Injury Leave for their time off. Human Resources will advise if the employee has FMLA hours remaining. The employee may take time off for medical appointments, physical therapy, and/or other medical reasons due to their injury. The injured employee is responsible for notifying the individual who manages their timesheet if they will be taking time off due to their injury or if they are taking a standard sick day, ensuring accuracy of timesheet codes.

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).

**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:

1. 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;
2. have been released for participation in the program by their doctor; and
3. 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:

1. paid at his or her regular hourly rate of pay while participating in a transitional work program; and
2. 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:

1. original work assignment and shift with duty modification;
2. same work activity at different location and/or shift;
3. different work activity, same shift; and
4. 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**

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.

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

card.

### **Cardholder Responsibilities**

1. A cardholder 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.
2. Every purchase must have a detailed itemized receipt.
3. All receipts and documentation must be submitted with the purchase order for payment of the credit/fleet card statement.
4. 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.
5. 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.

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:

1. Mileage, Parking and Tolls
  - a. 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.

- b. 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.
- c. 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.

## 2. 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:

### a. Meals

- I. 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.
- II. 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.

### b. Lodging

- I. 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.

- II. 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.

c. Transportation

- I. Employees traveling within a drivable distance on official City business shall be reimbursed at IRS rate for mileage reimbursement.
- II. 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.
- III. 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.

d. Incidental Expenses

- I. 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.

3. 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**

**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 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-City 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 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 or properly. This equipment should be submitted to the IT department, documented as removed from use, and disposed of in accordance with the City of Reynoldsburg's policies for the removal or destruction of property.

## **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**

### **1. 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.

### **2. 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:

- a. All traffic laws are to be obeyed as outlined by the State of Ohio Bureau of Motor Vehicles or by General Statute;
- b. 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;
- c. Special endorsements or licenses required by the Ohio Department of Public Safety must be obtained and kept current by the employee;
- d. 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;

- e. 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;
- f. 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;
- g. City owned vehicles and installed equipment shall be properly maintained;
- h. The City of Reynoldsburg shall not be responsible for personal items that are lost or stolen while in City owned vehicles;
- i. **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);
- j. 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);
- k. 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;
- l. City vehicles may not be used for personal errands.
- m. Employees are not permitted to drive City vehicles outside City limits unless prior authorization has been granted by a supervisor or department head. Any travel beyond City boundaries must be approved in advance.
- h.n. 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.

### 3. 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.

#### **4. 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.

#### **5. Accident Reporting**

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

- a. 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.
- b. Notify the direct supervisor/director and/or Human Resources.
- c. The Department Head or Supervisor will be responsible for obtaining repair estimates and forwarding this information to Risk Management (Human Resources).
- d. The Risk Manager shall be responsible for notifying the appropriate insurance related carrier to report any claims activity.

#### **6. Post-Accident Drug Test**

- a. 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.
- b. 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.
- c. 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.

## **7. 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:**

- a. 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.
- b. Driver Disqualifications:
  - I. No valid driver's license
  - II. Currently insured with an SR22
  - III. OVI conviction w/in five years of application or pled to a lesser charge (e.g. reckless operation)
  - IV. More than (1) OVI conviction as an adult
  - V. More than (2) OVI convictions if one conviction was a juvenile
  - VI. Hit and run crash conviction
  - VII. Vehicular homicide or assault conviction
  - VIII. More than two moving violations in the past three years (includes preventable or at-fault accidents).
  - IX. 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.

### **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.

## **8. 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.

a. Cleaning of Vehicles

- I. Vehicles must be kept clean at all times. It is the assigned driver's obligation and responsibility to maintain the vehicle in clean condition.

b. Maintenance of Vehicles

- II. It is the responsibility of the assigned driver to report any maintenance or operational issues with a vehicle promptly.
- III. The City Fleet Maintenance division will do servicing of all vehicles, unless the work cannot be conducted in house.
- IV. 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.
- V. Fuel levels are to be checked and maintained daily.
- VI. 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.
- VII. 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**

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 USE**

### **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**

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.

Employees that hold a Commercial Driver's License (CDL) or Commercial Learner's permit (CLP) will be required to register with 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/CITY CLOTHING**

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 permitted by law.

### **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.

## **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 to their Supervisor, Manager, or appropriate authority using the established chain of command. 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.

**COMPLIANT 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 should be 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 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](http://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**

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**DATE:** April 27, 2026

**RE:** An Ordinance to Amend Chapter 160, Section 160.02 Authorized Positions, Personnel, Classification and Pay Grade and Section 160.03(b) Supervisory Pay Range

**APPROVALS:**

Joe Begeny  
Chris Shook  
Mollie Prasher

**EMERGENCY:**

**REASON FOR EMERGENCY:**

**STAFF REPORT:**

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**An Ordinance to Amend Chapter 160, Section 160.02 Authorized Positions, Personnel, Classification and Pay Grade and Section 160.03(b) Supervisory Pay Range**

WHEREAS, the Council of the City of Reynoldsburg, Ohio has determined that it is necessary to amend Chapter 160, Section 160.02 Authorized Positions, Personnel, Classification and Pay Grade and 160.03(b) Supervisory Pay Range.

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

SECTION 1. That the City of Reynoldsburg, Ohio does hereby amend Section 160.03(b) Supervisory Pay Range.

SECTION 2. Upon approval of Council, this Ordinance will be effective thirty days following the signature of the Mayor.

**City of Reynoldsburg, Ohio**

**Chapter 160**

**Employee Compensation**

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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, and sick leave and personal 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 an employee may have had with the City or any other Ohio governmental agency or Ohio political subdivision. The City will recognize prior service credit for employment with an Ohio agency that contributed to OPERS (Ohio Public Employee Retirement System), STRS (School Teachers Retirement System of Ohio), SERS (School Employees Retirement System of Ohio), OP&F (Ohio Police and Fire Pension Fund), or HPRS (State Highway Patrol Retirement System). The City also recognizes prior service credit from Ohio Cities/government agencies that may contribute to their own retirement plan (ie. City of Cincinnati). Part-time, seasonal, and intern service will be prorated when calculating eligible 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.

ORC: 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.

PFDPF: 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. . The City will recognize prior service credit for employment with an Ohio agency that contributed to OPERS (Ohio Public Employee Retirement System), STRS (School Teachers Retirement System of Ohio), SERS (School Employees Retirement System of Ohio), OP&F (Ohio Police and Fire Pension Fund), or HPRS (State Highway Patrol Retirement System). The City also recognizes prior service credit from Ohio Cities/government agencies that may contribute to their own retirement plan (ie. City of Cincinnati). Part-time, seasonal, and intern service will be prorated when calculating eligible prior service credit.

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

Position	Personnel	Classification	Pay Grade
(a) ADMINISTRATIVE			
Mayor	1	Unclassified	See Sect. 141.01
Auditor	1	Unclassified	See Sect. 143.01
City Attorney	1	Unclassified	See Sect. 147.03
Asst. City Attorney	1	Unclassified	22
Asst. City Prosecutor	1	Unclassified	19
Asst. City Prosecutor	1 F/T (3/4)		
City Attorney Secretary	1	Unclassified	15
City Attorney Clerk	1	Classified	13
Criminal Justice Program Administrator	1	Unclassified	14-A
Mayor's Secretary	1	Unclassified	15-A
Clerk of Courts	1	Unclassified	20
Assistant Clerk of Courts	1	Classified	13
Deputy Clerk	1 F/T (3/4)	Classified	9
Deputy Clerk	1	Classified	9
Clerk of Council	1	Unclassified	18
Assistant Clerk of Council	1 p/t	Unclassified	10
Tax Financial Manager	1	Classified	20
Deputy Auditor	1	Unclassified	20
Administrative Specialist	1	Unclassified	13
Payroll Specialist	1	Classified	13
Finance Manager	1	Classified	18
Senior Accountant	1	Classified	17
Accountant 1	1	Classified	15
Civil Service Administrative Assistant	2 p/t	Unclassified	15
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) DEVELOPMENT DEPARTMENT			
Development Director	1	Unclassified	22
Economic Development Specialist	1	Unclassified	14-A
<del>Administrative Assistant</del>	<del>1</del>	<del>Unclassified</del>	<del>13</del>
Planning & Zoning Administrator	1	Classified	20
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 of Parks & Recreation	1	Unclassified	22
Administrative Assistant	1	Unclassified	13
Senior Center Manager	1	Classified	16
Senior Center Assistant	1	Classified	9
Senior Center Activities Instructor	1 p/t	Classified	3
Recreation Superintendent	1	Classified	18
Grounds Superintendent	1	Classified	18
Forester Superintendent	1	Classified	18
Assistant Grounds Superintendent	1	Classified	15-A
Landscape Supervisor	1	Classified	14-A
Parks and Grounds Maintenance	4	Classified	10
Field and Landscape Operator Streetscape Maintenance	2	Classified	10
Equipment Operator (April 1-September 30) (To be shared with Service Dept)	2*	Classified	10
Horticulturist	1	Classified	14-A
Horticulturist Assistant	1	Classified	12
Recreation Coordinator	1	Classified	10
Park Ranger	4	Classified	12
Forester Assistant	1	Classified	12
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	10	Classified	See Chapter 162
Support Services Supervisor	1	Classified	16
Property Room Coordinator	1 F/T (3/4)	Classified	10
Property Room Clerk	1 p/t	Classified	7
Chief of Police Administrative Assistant	1	Classified	14-A
Public Safety Records Technician	4	Classified	11
Public Safety Records/Research Technician	1	Classified	13
Command & Staff Administrative Assistant	1	Classified	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) SERVICE DIVISION

Director of Public Service	1	Unclassified	22
Public Service Manager	1	Unclassified	21
Administrative Assistant	1	Unclassified	13

Administrative Assistant Front Desk	1	Classified	8
GIS Administrator	1	Classified	17
Maintenance Superintendent	1	Classified	18
Custodian	4	Classified	5
Maintenance Assistant Superintendent	1	Classified	14-A
Building Maintenance Worker	1	Classified	11

(2) BUILDING DIVISION

Chief Building Official	1 F/T (3/4)	Classified	21
Assistant Chief Building Inspector	1	Classified	17
Plans Examiner	1 F/T (3/4)	Classified	16
Building Inspector	2	Classified	15-A
Residential Building Inspector	1	Classified	14
Electrical Inspector	1 F/T (3/4)	Classified	14
Lead Permit Technician	1	Classified	15-A
Permit Technician	<del>1</del>	Classified	11
Code Compliance Officer Supervisor	1	Classified	14-A
Code Compliance Officer	4	Classified	10

(3) WATER/WASTE WATER DIVISION

Superintendent	1	Classified	18
Assistant Superintendent - Water	1	Classified	15-A
Assistant Superintendent – Waste Water	1	Classified	15-A
Maintenance Equipment Operator	7	Classified	10
Billing Manager	1	Classified	15-A
Account Clerk 2	4	Classified	10
Administrative Assistant (Shared w/Street/StormWtr)	1	Classified	10

(4) STREET DIVISION

Superintendent	1	Classified	18
Assistant Superintendent	1	Classified	15-A
Administrative Assistant (Shared w/Storm Water/Water/WasteWater Division)	1*	Classified	10
Maintenance Equipment Operator	5	Classified	10
Maintenance Equipment Operator (Shared w/Storm Water/Water/WasteWater Division)	1*	Classified	10
Streetscape Maintenance Equipment Operator (October 1 – March 31) (Shared w/Parks & Recreation)	2*	Classified	10
Fleet Maintenance Supervisor	1	Classified	15-A
Fleet Maintenance Technician	2	Classified	10

(5) STORM WATER DIVISION

Assistant Superintendent	1	Classified	15-A
Administrative Assistant (To be shared w/Street/Water/WasteWater Division)	1*	Classified	10
Maintenance Equipment Operator	2	Classified	10
Maintenance Equipment Operator (To be shared w/Street Division)	1*	Classified	10

(h) COMMUNITY EVENTS

Public Information/Special Events Director	1	Unclassified	22
Special Events Coordinator	1	Classified	8
Public Information Specialist	1	Classified	10
Seasonal and Occasional	Variable	Unclassified	See 160.03 (e) (4)

(i) DEPARTMENT OF ENGINEERING			
Director of Engineering	1	Unclassified	22

**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, 2026:

\*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
3	\$ 18.09	\$ 18.98	\$ 19.93	\$ 20.93	\$ 21.98	\$ 23.07
4	\$ 19.19	\$ 21.04	\$ 22.87	\$ 24.71	\$ 26.49	\$ 28.38
5	\$ 19.66	\$ 21.57	\$ 23.44	\$ 25.34	\$ 27.15	\$ 29.09
6	\$ 20.06	\$ 21.99	\$ 23.90	\$ 25.80	\$ 27.69	\$ 29.66
7	\$ 20.46	\$ 22.44	\$ 24.37	\$ 26.35	\$ 28.24	\$ 30.25
8	\$ 21.74	\$ 23.62	\$ 25.51	\$ 27.37	\$ 29.27	\$ 31.16
9	\$ 22.79	\$ 24.75	\$ 26.47	\$ 28.69	\$ 30.68	\$ 32.66
10	\$ 23.36	\$ 25.62	\$ 27.42	\$ 29.41	\$ 31.45	\$ 33.48
11	\$ 23.82	\$ 25.88	\$ 27.96	\$ 29.98	\$ 32.08	\$ 34.15
12	\$ 24.31	\$ 26.41	\$ 28.53	\$ 30.59	\$ 32.71	\$ 34.83
13	\$ 24.79	\$ 26.93	\$ 29.10	\$ 31.21	\$ 33.38	\$ 35.52
14	\$ 25.25	\$ 27.47	\$ 29.68	\$ 31.82	\$ 34.04	\$ 36.24
15	\$ 25.79	\$ 28.03	\$ 30.27	\$ 32.46	\$ 34.73	\$ 36.97

(b) SUPERVISORY PAY RANGE OR OTHER SPECIALIZED SKILLS

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 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.

<b>Pay Grade</b>	<b>Minimum</b>	<b>Maximum</b>
14-A	\$ 29.79	\$ 55.00
15-A	\$ 30.89	\$ 57.29
16	\$ 31.99	\$ 59.59
17	\$ 33.10	\$ 64.16
18	\$ 34.21	\$ 66.46
19	\$ 35.31	\$ 68.74
20	\$ 36.41	\$ 71.04
21	\$ 44.14	\$ 73.33
22	\$ 46.34	\$ 75.62

(c) SENIOR POLICE MANAGEMENT

<b>Pay Grade</b>	<b>Minimum</b>	<b>Maximum</b>
24A	\$ 56.27	\$ 82.87
26A	\$ 61.68	\$ 88.52

**Holiday Compensation**

Employees scheduled for 10-hour workdays or a 30-hour workweek are required to adjust their schedules during holiday weeks. Employees working 10-hour days are required to modify their schedules to five 8-hour days during the holiday week with 8-hours compensated for the holiday, and those working a 30-hour week are required to modify their schedules to five 6-hour days during the holiday week with 6-hours compensated for the holiday.

Part-time employees, defined as those working 29 hours or fewer per week, will receive 4-hours of holiday pay.

(d) PART TIME EMPLOYEE

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

(e) SEASONAL EMPLOYEE

1) Parks and Recreation Department:

Recreation Leader	\$11.00 - \$25.00
Seasonal Maintenance Employee	\$11.00 - \$25.00
Bus/Van Driver	\$11.00 - \$25.00

2) Service Department

Water/Wastewater Laborer	\$11.00 - \$25.00 per hour
Service Seasonal Laborer	\$11.00 - \$25.00 per hour

3) Street Department

Street Seasonal Laborer	\$11.00 - \$ 25.00 per hour
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4) Community Events Department

Seasonal Community Events Employee	\$11.00 - \$ 25.00 per hour
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(f) 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 - \$25.00 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) 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) Tomato Festival Event Staffing Compensation

All employees are mandated to complete a minimum of one shift on either Friday or one shift on Saturday in support of the Tomato Festival. The Appointing Authority reserves the right to assign or adjust an employee's shift as necessary to meet the operational requirements of the event. Any employee that works a shift on Thursday OR Friday AND a shift on Saturday of the Tomato Festival will receive their hourly pay and one (1) additional Bonus Personal day to be used no later than December 15 of the year earned. The hours allocated for the bonus personal day will correspond to the employee's standard workday hours. Part-time employees, defined as those working 29 hours or fewer per week, will receive a 4-hour bonus personal day. Hourly rate is defined as current rate of pay or time and a half, if applicable. Employees may elect to receive compensatory time in lieu of overtime if they wish.

##### (3) Alternate Schedules (10-hour Workdays Schedules and 30-hour Workweek Schedules)

Employees scheduled for 10-hour workdays or a 30-hour workweek are required to adjust their schedules during holiday weeks. Employees working 10-hour days are required to modify their schedules to five 8-hour days during the holiday week with 8-hours compensated for the holiday, and those working a 30-hour week are required to modify their schedules to five 6-hour days during the holiday week with 6-hours compensated for the holiday.

#### 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
Chief of Police	Tax Financial Manager
Deputy Chief of Police	Finance Manager
Clerk of Council	Assistant City Prosecutors
Assistant City Attorney	Planning & Zoning Administrator
Parks Grounds Superintendent	Recreation Superintendent
Deputy Auditor	Building Maintenance Superintendent
Criminal Justice Program Administrator	Forester Superintendent
Public Safety Social Worker/Victim Advocate Supervisor	Public Information/Special Events Director

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 (Unless covered under the collective bargaining agreement – See Contract)

Eligible full-time (three quarter to forty hour) employees shall be entitled to longevity pay as set forth below to be paid on their actual anniversary date with the City.

<u>From</u> (Anniversary)	<u>To</u>	
5 <sup>th</sup> year	9 <sup>th</sup> year	\$ 850.00 annually
10 <sup>th</sup> year	14 <sup>th</sup> year	\$ 1,100.00 annually
15 <sup>th</sup> year	19 <sup>th</sup> year	\$ 1,250.00 annually
20 <sup>th</sup> year	----	\$ 1,400.00 annually

Employees 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

- 1) 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 15<sup>th</sup> of each year or as determined by the appropriate Labor Agreement.
  - i. 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:
  - i. 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.
  - ii. The allowances for assistance are as follows:
    - (a) The annual allowance for college credit coursework education assistance (per non-bargaining unit employee) is \$3,500 per academic year.
    - (b) The annual allowance for non-college credited coursework education assistance (per non-bargaining unit employee is \$1,000.00 per academic year
    - (c) 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.
    - (d) 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. If an employee separates from the City within one year of receiving education reimbursement, they will be required to reimburse the City for the associated costs. The Auditor's Department will be responsible for monitoring the amount owed and ensuring that reimbursement is received.

### **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 immediately upon the birth or placement of a child for adoption or foster care. 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 immediately upon 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.

#### 160.14 ACTING/INTERIM PAY

Acting/Interim Pay will be considered for absences lasting a minimum of thirty (30) days and not to exceed ninety (90) days for reasons such as FMLA leave, Military leave, short-term or long-term disability. All acting or interim pay must be authorized by the Director of the Department, the Human Resources Director, and the Mayor. Acting employees must assume the full and unique responsibilities of the higher-level position. The acting/interim employee will receive a salary appropriate to that level of position during the minimum of thirty (30) days and not to exceed ninety (90) day timeframe. Employees in second level management personnel, second in command personnel (e.g. Assistant Superintendent, Public Service Manager, Deputy Auditor, Finance Manager, etc.), and exempt employees, are expected to fulfill the responsibilities of their supervisors during any absence, as this is considered part of their regular duties; therefore, they will not receive acting or interim pay.

## Position Description

<b>Ordinance Position Title:</b>	<b>Code Compliance Officer Supervisor</b>	<b>Employee Type: Full-Time (40-hr week)</b>
<b>Working Title:</b>	<b>Code Compliance Officer Supervisor</b>	<b>DEPT: Building Dept</b>
<b>Pay Grade:</b>	<b>14A</b>	<b>Ord/Contract: Classified</b>
<b>Reports To:</b>	<b><del>Chief Building Official</del> <u>Public Service Director</u></b>	<b>FLSA Status: Non-Exempt</b>
<b>Revision Date:</b>	<b>03/13/2026</b>	<b>Civil Service Type: Classified</b>

### General Description:

Under the direction of the ~~Chief Building Official~~ Public Service Director. Manages Code Compliance Officers in the enforcement of City Code. Ensures enforcement activities are provided in a fair and consistent manner. Interprets and determines intent of City Code. Responsible for performing on-site field inspections to ensure compliance with applicable City Zoning and property maintenance codes and supervising Code Compliance Officers.

### Essential Functions of Work

- Ensures all applicable provisions of the Ohio Revised Code, Ohio Administrative Code, City of Reynoldsburg Codified Ordinances and International Code Council (ICC) Property Maintenance Code are enforced in a uniform, consistent, and equitable manner
- Plans, develops, implements and monitors inspection/enforcement work processes and procedures in order to achieve goals, objectives and work standards
- Interprets and explains code provisions to City officials, boards, agencies, building manager, property owners, occupants and attorneys
- Oversees arrangements for training classes and advises personnel on such topics as code changes
- Supervises the input and maintenance of records
- Responds to and resolves difficult or sensitive inquiries and complaints
- May accompany code compliance officers on complicated or controversial inspections
- Review inquiries and complaints and determines best method of resolution for responding to violations; issues citations and monitors the complaint and resolutions process; supports Code Compliance Officers on resolution of citations
- Assist with the enforcement of zoning ordinances/environmental codes (e.g., building, construction and zoning) of Reynoldsburg.
- Enforces the International Property Maintenance Code, investigates/inspects complaints (e.g., unlicensed/inoperable motor vehicles, trash, operation of businesses from residential areas, high grass/weeds, parking of vehicles on grass, sign violations) from public and posts code violation notices on properties
- Communicates with residents regarding violation notices and the actions needed to reach compliance; coordinates target area programs (e.g., photographs existing building signage, visits building locations to check addresses on buildings, checks neighborhoods for placement of trees near sidewalks/streets); photographs violations for documentation
- Prepares case files for court action (e.g., collects evidence, owner information, liaisons with city attorney on legal issues) and serves court citations; testifies at environmental court on property maintenance and zoning issues; examines, prepares, and maintains various work-related documents (e.g., maintains files regarding projects, prepares correspondence)
- Enters violations, notices, inspections, pictures (e.g., high weeds/ grass, trash, housing maintenance, inoperable cars, sign code) into database
- Writes periodic reports on code enforcement activities

- Meets with City officials to discuss repair, demolition, or replacement of buildings; attends board meetings to discuss code violations; attends seminars regarding code requirements (or construction industry updates)
- Remains informed of current developments 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**

- High school diploma or GED
- IPMC (International Property Maintenance Code) certification
- Two (2) courses or one (1) year experience in research principles; or equivalent education or experience
- Good computer and typing skills
- Demonstrated experience in a supervisory role
- Thorough knowledge of property maintenance inspection practices and procedures
- Must possess and maintain a valid Ohio driver's license

### **Knowledge, Skills and Abilities**

#### **Knowledge of:** (\*Indicates developed after employment)

- Property maintenance standards\*
- City of Reynoldsburg zoning/housing code\*
- Code enforcement procedures\*
- Zoning laws and/or regulations\*
- Department policies and procedures\*
- Photography
- Office practices and procedures; English grammar and spelling
- Records management
- Local geographical area\*
- Code enforcement terminology\*
- Building terminology\*

#### **Skill in:**

- Computer operation; Use of modern office equipment (e.g., personal computer, printer, fax)
- Motor vehicle operation
- Use or operation of photographic equipment

#### **Ability to:**

- Physically inspect limited access areas such as crawlspaces and attics through limited openings such as hatchways using ladders, or temporary stairs of less than desirable tread/riser ratios such as found on scaffolding stairs.
- Must be able to define problems, collect data, establish facts, and draw valid conclusions; understand, interpret, and apply laws, rules, or regulations to specific situations; add, subtract, multiply, and divide whole numbers
- Compile and prepare reports; respond to routine inquiries from public and/or officials
- Communicate clearly and effectively; understand a variety of written and/or verbal communications
- Gather, collate, and classify information
- Cooperate with co-workers on group projects
- Handle sensitive inquiries from and contacts with officials and general public
- Develop and maintain effective working relationships and contribute to a positive work culture; resolve complaints in a professional manner

#### **Working Conditions:**

- Medium: lift, push, pull 20 to 50 pounds occasionally; 10 to 25 pounds frequently
- Works in the vicinity of floor or wall openings, elevated platforms, and/or runways.
- Ascends and/or descends ladders, stairs, or scaffolds.
- Works in an area in which the means of egress is or can be obstructed.
- Is exposed to environmental conditions which may result in injury from fumes, odors, dusts, mists, gases, and/or poorly ventilated work areas.
- Is exposed to possible injury as a result of falling from high places.
- Has exposure to potentially vicious animals.
- Has exposure to second-hand smoke

**CLASS TITLES OF POSITIONS DIRECTLY SUPERVISED:**

(4) Code Compliance Officers

<b>Position Description Approval</b>	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