

**CITY OF DELAWARE
CITY COUNCIL
CITY COUNCIL CHAMBERS
1 SOUTH SANDUSKY STREET
7:00 P.M.**

AGENDA

REGULAR MEETING

January 8, 2018

1. ROLL CALL
2. INVOCATION – Chaplain Jean Feeney, OhioHealth
3. PLEDGE OF ALLEGIANCE
4. APPROVAL of the Motion Summary of the regular meeting of Council held on December 21, 2017, as recorded and transcribed.
5. CONSENT AGENDA
 - A. Resolution No. 18-01, a resolution authorizing the City Manager to enter into contract with the Ohio Department of Transportation for resurfacing portions of US-42 between US-36 and CR-270 (Horseshoe Road) lying within the City of Delaware.
 - B. Resolution No. 18-02, a resolution appointing Council Members to various Committees, Commissions, and/or Boards.
 - C. Resolution No. 18-03, a resolution cancelling the second regular meeting of City Council May 28, 2018, due to the Memorial Day Holiday, and rescheduling the second regular meeting of City Council from December 24 to December 20, 2018.
 - D. Acceptance of the Motion Summary of the Civil Service Commission that was held on October 4, 2017.
6. LETTERS, PETITIONS, AND PUBLIC COMMENTS
7. COMMITTEE REPORTS
8. PRESENTATIONS
 - A. Turning Point Update – Paula Roller, Executive Director, Turning Point
9. CONSIDERATION of Resolution No. 18-04, a resolution honoring the life of Dr. Martin Luther King, Jr.

10. 7:20 P.M. PUBLIC HEARING AND THIRD READING of Ordinance No. 17-81, an ordinance amending the Schedule of Fees and Service Charges.
11. THIRD READING of Ordinance No. 17-77, an ordinance amending the Delaware Municipal Court and Clerk of Court Employee Benefits and Leave Policies, and declaring an emergency.
12. THIRD READING of Ordinance No. 17-78, an ordinance amending Ordinance No. 16-108 establishing the pay and benefits for various part-time and intermittent/seasonal employees of the City of Delaware, and declaring an emergency.
13. THIRD READING of Ordinance No. 17-79, an ordinance amending the Management, Professional, Technical, Confidential, and Supervisory Employees Pay Plan, and declaring an emergency.
14. THIRD READING of Ordinance No. 17-80, an ordinance amending the employment agreement with the City Manager, and declaring an emergency.
15. CONSIDERATION of Resolution No. 18-05, a resolution authorizing the City Manager to enter into an Economic Development Revolving Loan Fund Administration Agreement with the State of Ohio Development Services Agency for the period beginning January 1, 2018.
16. CONSIDERATION of Ordinance No. 18-01, an ordinance regulating and controlling the movement of vehicular traffic in the City of Delaware by designating Peachblow Road as a Through Street and establishing the speed limit to be thirty-five miles per hour.
17. CITY MANAGER'S REPORT
18. COUNCIL COMMENTS
19. ADJOURNMENT

RECORD OF PROCEEDINGS

Minutes of

Delaware City Council

Meeting

BEAR GRAPHICS 800-325-8094 FORM NO. 10148

Held December 21 2017

The year-end meeting of Council held December 21, 2017 was called to order at 7:00 p.m., in the City Council Chambers. The following members of Council were present: First Ward Chris Jones, Second Ward Lisa Keller, Third Ward Jim Browning, Fourth Ward Kyle Rohrer, At-Large George Hellinger, Vice-Mayor Kent Shafer, and Mayor Carolyn Kay Riggle who presided. The invocation was given by Reverend Dwight Cimino, followed by the Pledge of Allegiance.

Staff Present: Darren Shulman, City Attorney; Dean Stelzer, Finance Director, Brad Stanton, Director of Public Utilities, Bill Ferrigno, Public Works Director/City Engineer, Dave Efland, Planning and Community Development Director, Jackie Walker, Assistant City Manager and Tom Homan, City Manager

ITEM 4: APPROVAL OF MINUTES

APPROVAL of the Motion Summary of the regular meeting of Council held on December 11, 2017, as recorded and transcribed.

Motion: Mr. Hellinger motioned to approve the Motion Summary of the regular meeting of Council held December 11, 2017, seconded by Vice-Mayor Shafer. Motion approved by a 7-0 vote.

ITEM 5: CONSENT AGENDA

A. Acceptance of the Motion Summary for the Records Commission meeting held on May 25, 2017.

Motion: Mrs. Keller motioned to approve the Consent Agenda, seconded by Vice-Mayor Shafer. Motion approved by a 7-0 vote.

ITEM 6: LETTERS, PETITIONS, AND PUBLIC COMMENTS

ITEM 7: COMMITTEE REPORTS

ITEM 8: CONSIDERATION OF NEW LIQUOR PERMIT

A. Tuan Nguyen LLC, DBA Jennis Nail Spa & Bar, 1824-28 Columbus Pike, Delaware, OH 43015. Permit Class: D2

Motion: Vice-Mayor Shafer motioned to approve the liquor permit without objection, seconded by Mrs. Keller. Motion approved by a 7-0 vote.

ITEM 9: PRESENTATION

A. Delaware Arts Festival, Inc. Request for Closure of Sandusky St. South Block, continued discussion from the Council Meeting on December

Council discussed the efforts to inform surrounding businesses on the south block and discussed the need for future efforts to provide detailed information to businesses by the organizers. Council voiced their support for an additional closure of the south block during the Delaware Arts Festival.

ITEM 10: ORDINANCE NO. 17-74 AMENDED [Third Reading]
AN ORDINANCE MAKING APPROPRIATIONS FOR THE YEAR 2018 AND DECLARING AN EMERGENCY.

The Clerk read the ordinance for the third time.

RECORD OF PROCEEDINGS

Minutes of

Delaware City Council

Meeting

BEAR GRAPHICS 800-325-0094 FORM NO. 10148

Held December 21 2017

Mr. Hellinger voiced his opposition to having \$5,000 designated to Sister City Promotions and remove from the budget. He recommended that the funds could remain in the Community Promotion Fund but for City of Delaware Special Events Fund. A discussion was held on the projected upcoming events for the Sister City Advisory Board. Vice- Mayor Shafer recommended splitting the fund with half to remain in the Sister City Promotions and the other half for Delaware Special Events Fund.

Motion: Mr. Browning motioned to transfer \$2,500 to the Delaware Special Events Fund and leave \$2,500 in the Sister City Promotion Fund, seconded by Vice-Mayor Shafer. Motion approved with a 5-2 (Keller, Riggle) vote.

Motion: Mr. Browning motioned to enact the emergency clause for Ordinance No. 17-74, seconded by Mr. Rohrer. Motion approved by a 7-0 vote.

Motion: Mr. Browning motioned to adopt Ordinance No. 17-74 as amended, seconded by Mr. Rohrer. Motion approved by a 7-0 vote.

ITEM 11: ORDINANCE NO. 17-77 [Second Reading]
AN ORDINANCE AMENDING THE DELAWARE MUNICIPAL COURT AND CLERK OF COURT EMPLOYEE BENEFITS AND LEAVE POLICIES, AND DECLARING AN EMERGENCY.

The Clerk read the ordinance for the second time.

ITEM 12: ORDINANCE NO. 17-78 [Second Reading]
AN ORDINANCE AMENDING ORDINANCE NO. 16-108 ESTABLISHING THE PAY AND BENEFITS FOR VARIOUS PART-TIME AND INTERMITTENT/SEASONAL EMPLOYEES OF THE CITY OF DELAWARE, AND DECLARING AN EMERGENCY.

The Clerk read the ordinance for the second time.

ITEM 13: ORDINANCE NO. 17-79 [Second Reading]
AN ORDINANCE AMENDING THE MANAGEMENT, PROFESSIONAL, TECHNICAL, CONFIDENTIAL, AND SUPERVISORY EMPLOYEES PAY PLAN, AND DECLARING AN EMERGENCY.

The Clerk read the ordinance for the second time.

ITEM 14: ORDINANCE NO. 17-80 [Second Reading]
AN ORDINANCE AMENDING THE EMPLOYMENT AGREEMENT WITH THE CITY MANAGER, AND DECLARING AN EMERGENCY.

The Clerk read the ordinance for the second time.

ITEM 15: ORDINANCE NO. 17-81 [Second Reading]
AN ORDINANCE AMENDING THE SCHEDULE OF FEES AND SERVICE CHARGES.

The Clerk read the ordinance for the second time.

A public hearing has been scheduled for January 8, 2018 at 7:20 p.m.

RECORD OF PROCEEDINGS

Minutes of

Delaware City Council

Meeting

BEAR GRAPHICS 800-325-8094 FORM NO. 10148

Held December 21 2017

ITEM 16: ORDINANCE NO. 17-84 [Second Reading]
AN ORDINANCE FOR TREPLUS COMMUNITIES FOR APPROVAL OF A FINAL DEVELOPMENT PLAN FOR BURR OAK COMMONS CONTAINING 92 APARTMENT UNITS ON APPROXIMATELY 20.06 ACRES ZONED B-3 PMU (COMMUNITY BUSINESS DISTRICT WITH A PLANNED MIXED USE OVERLAY DISTRICT) AND LOCATED ON THE NORTH SIDE OF SR 37 JUST WEST OF WESTFIELD SHOPPING CENTER AND JUST EAST OF LANTERN CHASE SUBDIVISION.

The Clerk read the ordinance for the second time.

APPLICANT:

Jane Arthur-Rostovic
1515 Lake Shore Drive
Columbus, Ohio 43204

Motion: Vice-Mayor Shafer motioned to suspend the rules for Ordinance No. 17-84, seconded by Mr. Jones. Motion approved by a 7-0 vote.

Motion: Vice-Mayor Shafer motioned to adopt Ordinance No. 17-84, seconded by Mr. Jones. Motion approved by a 7-0 vote.

ITEM 17: ORDINANCE NO. 17-85 [First Reading]
AN ORDINANCE SUPPLEMENTING THE 2017 APPROPRIATIONS ORDINANCE, AND DECLARING AN EMERGENCY.

The Clerk read the ordinance for the first time.

Motion: Vice-Mayor Shafer motioned to suspend the rules for Ordinance No. 17-85, seconded by Mr. Jones. Motion approved by a 7-0 vote.

Motion: Vice-Mayor Shafer motioned to enact the emergency clause for Ordinance No. 17-85, seconded by Mr. Jones. Motion approved by a 7-0 vote.

Motion: Vice-Mayor Shafer motioned to adopt Ordinance No. 17-85, seconded by Mr. Jones. Motion approved by a 7-0 vote.

ITEM 18: CITY MANAGER'S REPORT

ITEM 19: COUNCIL COMMENTS

Mr. Jones and Mrs. Keller discussed reviewing the three reading policy.

Mr. Hellinger discussed the opportunity to use the first Monday of the months to hold Work Sessions for more detailed discussions.

Mayor Riggle provided an update on the upcoming January 9, 2018 Sister City Advisory event at Willis Education Center.

RECORD OF PROCEEDINGS

Minutes of

Delaware City Council

Meeting

BEAR GRAPHICS 800-325-8094 FORM NO. 10148

Held December 21 20 17

ITEM 20: ADJOURNMENT

Motion: Mayor Riggle motioned to adjourn the meeting. The meeting adjourned at 8:42 p.m.

Mayor Carolyn Kay Riggle

Elaine McCloskey, Council Clerk



FACT SHEET

AGENDA ITEM NO: CONSENT ITEM A DATE: 01/08/2018
ORDINANCE NO: RESOLUTION NO: 18-01
READING: FIRST PUBLIC HEARING: NO

TO: Mayor and Members of City Council
FROM: R. Thomas Homan, City Manager
VIA: William L. Ferrigno, Public Works Director/City Engineer

TITLE OF PROPOSED ORDINANCE/RESOLUTION:

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO CONTRACT WITH THE OHIO DEPARTMENT OF TRANSPORTATION FOR RESURFACING PORTIONS OF US-42 BETWEEN US-36 AND CR-270 (HORSESHOE ROAD) LYING WITHIN THE CITY OF DELAWARE.

BACKGROUND:

The Ohio Department of Transportation (ODOT) intends to resurface portions of US-42 between US-36 and CR-270 (Horseshoe Road). This project falls under ODOT's Urban Paving policy. The ODOT Urban Paving policy requires that the local municipality contribute 20% of the total cost for the surface treatment for the portion of the project within its corporation limits. Additionally, the City is required to contribute 100% of the cost of non-surface related items such as signal repairs, curbs, gutters, utility relocation expenses, and full-depth pavement repairs. Final plans and estimates are complete. The estimate reflects the City's required contribution to be \$57,970 which is the amount due to ODOT at this time. The sale is scheduled for later this month and work will be complete in the spring or summer of 2018. The required contribution will be adjusted once the project is complete – to reflect final actual costs. At that juncture, a refund or final invoice will be issued by ODOT.

REASON WHY LEGISLATION IS NEEDED:

Previous legislation was passed for this project (Resolution 17-58) to establish cooperation between ODOT and the City with regards to this project's planning and design. This second piece of legislation is required once final plans and estimates are complete, and is a prerequisite for the project being sold by ODOT District 6.

COMMITTEE RECOMMENDATION:

N/A

FISCAL IMPACT(S):

The City appropriated \$100,000 for this project in 2017, assuming the project would be sold in the fourth quarter of 2017. An amount of \$5500 was expended in 2017 to create survey documents and negotiate the acquisition of a small piece of right-of-way needed at the intersection of Lake Street and Central Avenue. The remainder of the 2017 appropriation will be rolled into 2018 to cover this initial payment of \$57,970, the actual purchase of the small piece of right-of-way, and to cover any unexpected costs during construction.

POLICY CHANGES:

N/A

PRESENTER(S):

William L. Ferrigno, P.E. – Public Works Director/City Engineer

RECOMMENDATION:

Approval

ATTACHMENT(S)

None

RESOLUTION NO. 18-01

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO CONTRACT WITH THE OHIO DEPARTMENT OF TRANSPORTATION FOR RESURFACING PORTIONS OF US-42 BETWEEN US-36 AND CR-270 (HORSESHOE ROAD) LYING WITHIN THE CITY OF DELAWARE.

The following Final Resolution enacted by the City of Delaware, Ohio, hereinafter referred to as the Legislative Authority/Local Public Agency or "LPA", in the matter of the stated described project.

WHEREAS, on 9th day of October, 2017, the LPA enacted legislation proposing cooperation with the Director of Transportation for the described project; and

WHEREAS, the STATE has identified the need for the described project:

This project proposes to resurface pavement a portion of US-42 between US-36 and CR-270 (Horseshoe Road), lying within the City of Delaware; and

WHEREAS, the LPA shall cooperate with the Director of Transportation in the above described project as follows:

The City agrees to assume and bear one hundred percent (100%) of the entire cost of the improvement, less the amount of Federal-Aid funds set aside by the Director of Transportation for the financing of this improvement from funds allocated by the Federal Highway Administration, U.S. Department of Transportation.

The Share cost of the LPA is now estimated in the amount of Fifty Seven Thousand Nine Hundred Seventy and 00/100 Dollars, (\$57,970.00), but said estimated amount is to be adjusted in order that the LPA's ultimate share of said improvement shall correspond with said percentages of actual costs when said actual costs are determined; and

WHEREAS, The Director of Transportation has approved said legislation proposing cooperation and has caused to be made plans and specifications and an estimate of cost and expense for improving the above described highway and has transmitted copies of the same to this legislative authority; and

WHEREAS, The LPA desires the Director of Transportation to proceed with the aforesaid highway improvement.

CONTRACT APPROVAL REQUEST FORM

New Renewal Modification

Contract Title:
US 42 Urban Resurfacing - Finance Certification & Contract

ODOT District 6
Vendor \$ 57,970.00
Contract Amount

Rebecca Wagner, PE
Contact Name \$ 100,000.00
Budgeted Amount

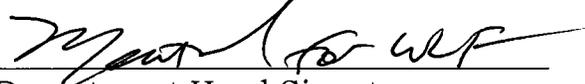
400 E William Street
Address \$
Increase/Decrease

740.833.8000
Phone/Fax
201.0201.5534
Account Number(s)

upon signature
Effective Date State Prevailing Wage: Yes No
Federal Prevailing Wage: Yes No

n/a
Cancellation Date Bid Yes No

Brief Explanation of Contract:
Agreement that sets the City's pre-bid required contribution.


Department Head Signature Date 12/26/17

Routing Process: **(ONLY 1 original is needed. If you need more than 1 original please indicate the reason why:**

- Vendor (ODOT signs last)
- Director
- Finance Department
- City Attorney
- ~~Public Service Director~~
- City Manager (execution/distribution to city departments)
- Requesting Department will be responsible for distribution (PW)

PID No. 93147
ODOT Project No. _____ (2018)

FISCAL OFFICER'S CERTIFICATE
(Chapter 5521 and Section 5705.41, Ohio Revised Code)

I hereby certify to that the money, to wit: **\$57,970.00** required for the payment of the cost other than that thereof assumed by the **Federal** Government, for the improvement of that portion of **U.S. Route 42**, lying within the corporate limits of the City of Delaware, more particularly described as follows:

The project consists of resurfacing a portion of US 42 between US 36 and CR 270 (Horseshoe Road), lying within the City of Delaware; and

has been lawfully appropriated for such purpose and is in the treasury to the credit of, or has been levied placed on the duplicate and in process of collection for the appropriate fund, and not appropriated for any other purpose; or is being obtained by sale of bonds issued on account of said improvement, which bonds are sold and in process of delivery.

I further certify that this certificate was made, sealed and filed with the legislative authority of the City of Delaware, Ohio, after said legislative authority passed the final resolution in connection with the within described project; and that this certificate was forthwith recorded in the record of the proceedings of said legislative authority, namely:

Legislative Authority's Journal, Volume _____, at Page _____,

IN WITNESS WHEREOF, I have hereunto set my hand and official seal as said fiscal officer, this _____ day of _____, 2018.

(Fiscal Officer's Seal)
(If Applicable)

Fiscal Officer of the City of
Delaware, Ohio

CONTRACT
(Chapter 5521, Ohio Revised Code)

This contract is made by and between the State of Ohio, Department of Transportation, acting through its director (hereinafter referred to as the "STATE"), 1980 West Broad Street, Columbus, Ohio 43223, and the City of Delaware, (hereinafter referred to as the legislative authority/Local Public Agency or "LPA").

WITNESSTH:

WHEREAS, Chapter 5521 of the Ohio Revised Code provides that the legislative authority may cooperate with the STATE in a highway project made by and under the supervision of the Director of Transportation; and

WHEREAS, through the enactment of preliminary legislation, the LPA and the STATE have agreed to cooperate in the highway project described below; and

WHEREAS, through the enactment of final legislation, the LPA has committed to pay an estimated amount of money as its share of the total estimated cost and expense of the highway project described below; and

WHEREAS, the fiscal officer of the LPA has filed with the LPA a certificate stating that sufficient moneys are available, as required by Chapter 5521 and Section 5705.41 of the Ohio Revised Code. A duplicate certificate is attached hereto; and

WHEREAS, in accordance with the final legislation, the LPA hereby enters into this contract with the STATE to provide for payment of the agreed portion of the cost of the highway project and any additional obligations for the highway project described below.

NOW, THEREFORE, in consideration of the premises and the performances of mutual covenants hereinafter set forth, it is agreed by parties hereto as follows:

SECTION I: **RECITALS**

The foregoing recitals are hereby incorporated as a material part of this contract.

SECTION II: **PURPOSE**

The purpose of this contract is to set forth requirements associated with the highway project described below (hereinafter referred to as the "PROJECT") and to establish the responsibilities for the administration of the PROJECT by the LPA and the STATE.

SECTION III: LEGAL REFERENCES

This contract is established pursuant to Chapter 5521 of the Ohio Revised Code.

SECTION IV: SCOPE OF WORK

The work to be performed under this contract shall consist of the following:

The project consists of resurfacing a portion of US 42 between US 36 and CR 270 (Horseshoe Road), lying within the City of Delaware.

SECTION V: FINANCIAL PARTICIPATION

1. The STATE agrees to provide the necessary funds as enumerated in this section and allowed by law for the financing of this project.
2. The STATE may allocate the money contributed by the LPA in whatever manner it deems necessary in financing the cost of construction, right-of-way, engineering, and incidental expenses, notwithstanding the percentage basis of contribution by the LPA.
3. The total cost and expenses for the project are only an estimate and the total cost and expenses may be adjusted by the STATE. If any adjustments are required, payment of additional funds shall correspond with the percentages of actual costs when said actual costs are determined, and as requested, by the Director of Transportation.
4. The LPA agrees to pay to the STATE its share of the total estimated cost expense for the above highway project in the amount of **Fifty Seven Thousand Nine Hundred Seventy and - - - - 00/100 Dollars, (\$57,970.00).**
5. **The City agrees to assume and bear one hundred percent (100%) of the entire cost of the improvement, less the amount of Federal-Aid funds set aside by the Director of Transportation for the financing of this improvement from funds allocated by the Federal Highway Administration, U.S. Department of Transportation.**
6. The LPA agrees to assume and bear One Hundred Percent (100%) of the cost of any construction items required by the LPA on the entire project, which are not necessary for the improvement, as determined by the State and Federal Highway Administration.
7. The LPA agrees that change orders and extra work contracts required fulfilling the construction contracts shall be processed as needed. The STATE shall not approve a change order or extra work contract until it first gives notice, in writing, to the LPA. The LPA shall contribute its share of the cost of these items in accordance with other sections herein.

SECTION VI: RIGHT-OF-WAY AND UTILITIES

1. The LPA agrees that all right-of-way required for the described project will be acquired and/or made available in accordance with current State and Federal regulations. The LPA also understands that right-of-way costs include eligible utility costs.
2. The LPA agrees that all utility accommodation, relocation, and reimbursement will comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual, including that:
 - A. Arrangements have been or will be made with all utilities where facilities are affected by the described PROJECT, that the utilities have agreed to make all necessary removals and/or relocations to clear any construction called for by the plans of this PROJECT, and that the utilities have agreed to make the necessary removals and/or relocations after notification by the LPA or STATE.
 - B. The LPA shall, at its own expense, make all removals and/or relocations of publicly-owned utilities which do not comply with the reimbursement provisions of the ODOT Utilities Manual. Publicly-owned facilities which do comply with the reimbursement provisions of the ODOT Utilities Manual will be removed and/or relocated at project expense, exclusive of betterments.
 - C. The removals and/or relocation of all utilities shall be done in such a manner as not to interfere with the operation of the contractor constructing the PROJECT and that the utility removals and/or relocations shall be approved by the STATE and performed in accordance with the provisions of the ODOT Construction and Materials Specifications.

SECTION VII: ADDITIONAL PROJECT OBLIGATIONS

1. The STATE shall initiate the competitive bid letting process and award the PROJECT in accordance with ODOT's policies and procedures.
2. The LPA agrees:
 - A. To keep said highway open to traffic at all times;
 - B. To maintain the PROJECT in accordance with the provisions of the statutes relating thereto,
 - C. To make ample financial and other provisions for such maintenance of the PROJECT after its completion;
 - D. To maintain the right-of-way and keep it free of obstructions in a manner satisfactory to the STATE and hold said right-of-way inviolate for public highway purposes;

- E. To place and maintain all traffic control devices conforming to the Ohio Manual on Uniform Traffic Control Devices on the project in compliance with the provisions of Section 4511.11 of the Ohio Revised Code;
- F. To regulate parking in accordance with Section 4511.66 of the Ohio Revised Code, unless otherwise controlled by local ordinance or resolution.

SECTION VIII: DISPUTES

In the event that any disputes arise between the STATE and LPA concerning interruption of or performance pursuant to this contract, such disputes shall be resolved solely and finally by the Director of Transportation.

SECTION IX: NOTICE

Notice under this contract shall be directed as follows:

City of Delaware
1 Sandusky Street
Delaware, Ohio
43015

Ohio Department of Transportation
Office of Estimating
1980 West Broad Street, 1st Floor
Columbus, Ohio 43223

SECTION X: FEDERAL REQUIREMENTS

1. In carrying out this contract, LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, or age. LPA will ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, national origin (ancestry), disability, genetic information, or age (40 years or older), sexual orientation, or military status (past, present, future). Such action shall include, but not be limited to, the following: Employment, Upgrading, Demotion, or Transfer; Recruitment or Recruitment Advertising; Layoff or Termination; Rates of Pay or other forms of Compensation; and Selection for Training including Apprenticeship.
2. To the extent necessary under Ohio law, LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. LPA will, in all solicitations or advertisements for employees placed by or on behalf of LPA, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin (ancestry), disability, genetic information, age (40 years or older), sexual orientation, or military status (past, present, future). If applicable, the LPA shall incorporate the foregoing requirements of this paragraph in all of its contracts for any of the work prescribed herein (other than subcontracts for standard commercial supplies or raw materials) and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

3. LPA agrees to fully comply with Title VI of the Civil Rights Act of 1964, 42 USC Sec. 2000. LPA shall not discriminate on the basis of race, color, or national origin in its programs or activities. The Director of Transportation may monitor the Contractor's compliance with Title VI.

SECTION XI: GENERAL PROVISIONS

1. This contract constitutes the entire contract between the parties. All prior discussions and understandings between the parties are superseded by this contract.
2. Neither this contract nor any rights, duties or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
3. Any change to the provisions of this contract must be made in a written amendment executed by both parties.
4. This contract and any claims arising out of this contract shall be governed by the laws of the State of Ohio. Any provision of this contract prohibited by the law of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this contract or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that the STATE is a party to any litigation arising out of or relating in any way to this contract or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
5. All financial obligations of the State of Ohio, as provided in this contract, are subject to the provisions of Section 126.07 of the Ohio Revised Code. The financial obligations of the State of Ohio shall not be valid and enforceable unless funds are appropriated by the Ohio General Assembly and encumbered by the STATE. Additionally, it is understood that this financial obligation of the LPA shall not be valid and enforceable unless funds are appropriated by the LPA's legislative body.
6. This contract shall be deemed to have been substantially performed only when fully performed according to its terms and conditions and any modification thereof.
7. LPA agrees that it is currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.

SECTION XI: SIGNATURES

Any person executing this contract in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this contract on such principal behalf.

Facsimile Signatures: Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or email. Each party hereto shall be entitled to rely upon a facsimile signature on any other party delivered in such a manner as if such signature were an original.

SEAL
(If Applicable)

**OHIO DEPARTMENT OF
TRANSPORTATION**

**LOCAL PUBLIC AGENCY
City of Delaware**

Director of Transportation

City Manager

Date

Date

Approved:
Mike DeWine
Attorney General of Ohio

By: _____
Stephen H. Johnson
Chief, Transportation Section

Date: _____

**OHIO DEPARTMENT OF TRANSPORTATION
ACCOUNT RECEIVABLE**

Make check payable to: Treasurer of State

Mail to: Jeffrey M. Hisem, Administrator
Attn: Kathy Barthen
Ohio Department of Transportation
Office of Estimating - #4160
1980 West Broad Street, 1st Floor
Columbus, Ohio 43223

Division of Construction
PID No. 93147
Project No. _____ (2018)
Invoice No. 10881

To: Dean Stelzer
Finance Director
1 Sandusky Street
Delaware, Ohio
43015

Federal Project No. E140(905)
Delaware County
City of Delaware
U.S. Route 42
Section 8.78

PLEASE ENCLOSE ONE COPY OF THIS INVOICE TO IDENTIFY YOUR REMITTANCE

Proposal of Participation	Type of Agreement	Amount
		\$57,970.00

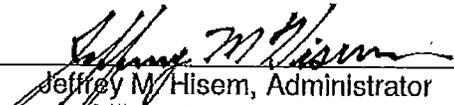
Contract amount \$55,739.26
ODOT Engineering amount. \$ 2,230.74

For the improvement of that portion of U.S. Route 42, more particularly described as follows:

The project consists of resurfacing a portion of US 42 between US 36 and CR 270 (Horseshoe Road), lying within the City of Delaware.

Total Amount Due \$57,970.00

Ohio Department of Transportation

By: 
Jeffrey M. Hisem, Administrator
Office of Estimating



FACT SHEET

AGENDA ITEM NO: CONSENT ITEM B DATE: 01/08/2018
ORDINANCE NO: RESOLUTION NO: 18-02
READING: FIRST PUBLIC HEARING: NO

TO: Mayor and Members of City Council
FROM: R. Thomas Homan, City Manager
VIA: Carolyn Kay Riggle, Mayor

TITLE OF PROPOSED ORDINANCE/RESOLUTION:

A RESOLUTION APPOINTING COUNCIL MEMBERS TO VARIOUS COMMITTEES, COMMISSIONS, AND/OR BOARDS.

BACKGROUND:

N/A

REASON WHY LEGISLATION IS NEEDED:

Mayoral appointments are required to be confirmed by City Council

COMMITTEE RECOMMENDATION:

N/A

FISCAL IMPACT(S):

N/A

POLICY CHANGES:

N/A

PRESENTER(S):

Carolyn Kay Riggle, Mayor

RECOMMENDATION:

ATTACHMENT(S)

RESOLUTION NO. 18-02

A RESOLUTION APPOINTING COUNCIL MEMBERS TO
VARIOUS COMMITTEES, COMMISSIONS, AND/OR
BOARDS.

WHEREAS, Council Members are to be appointed to serve on various Committees, Commissions and Boards by the Mayor of the City of Delaware and confirmed by Council; and

WHEREAS, the Mayor made Council appointments and Council has confirmed said appointments.

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

SECTION 1. The following Council appointments are hereby made:

1. **Carolyn Kay Riggle, Mayor**
Planning Commission
Sister City Advisory Board
Community Promotions
Intergovernmental Committee
MORPC – Alternate
DKMM
2. **Kent Shafer, Vice-Mayor**
Finance Committee
MORPC
Parking and Safety Committee
Public Works/Public Utilities Committee
3. **George Hellinger, At-Large**
Board of Zoning Appeals
Public Works/Public Utilities Committee
Finance Committee
YMCA Advisory Board
4. **Chris Jones, First Ward**
Parking and Safety Committee
Finance Committee
Community Promotions

5. **Lisa Keller, Second Ward**
Parking and Safety Committee
City School Board Liaison
Community Promotions
Youth in Government
YMCA Advisory Board

6. **Jim Browning, Third Ward**
Parks & Recreation Advisory Board
Civil Service Commission
Public Works/Public Utilities Committee
Revolving Loan Committee Liaison

7. **Kyle Rohrer, Fourth Ward**
Airport Commission
Historic Preservation Commission
Municipal Court Liaison

SECTION 2. The regular meeting schedules for Planning Commission, Board of Zoning Appeals, Airport Commission, Public Works/Public Utilities Committee, Parks and Recreation Advisory Board, Historic Preservation Commission, Parking and Safety Committee, Civil Service Commission, and Finance Committee shall be:

1. Planning Commission – First and Third Wednesday (if necessary) of the month
2. Board of Zoning Appeals – Second Wednesday of the month
3. Airport Commission – January, April, July, and October (Third Thursday of the month)
4. Public Works/Public Utilities Committee – February, May, August, and November (First Tuesday of the month)
5. Parking and Safety Committee – February, May, August, and November (Third Monday of the month)
6. Historic Preservation Commission – Fourth Wednesday of the month
7. Shade Tree Commission – Fourth Tuesday of the month
8. Parks and Recreation Advisory Board – Third Tuesday of the month
9. Civil Service Commission – First Wednesday of the month
10. Finance Committee – As Necessary
11. YMCA Advisory Committee – Quarterly

SECTION 3. This resolution shall be effective immediately upon its passage.

PASSED: _____, 2018

YEAS ____ NAYS ____
ABSTAIN ____

ATTEST: _____
CITY CLERK

MAYOR



FACT SHEET

AGENDA ITEM NO: CONSENT ITEM C DATE: 01/08/2018
ORDINANCE NO: RESOLUTION NO: 18-03
READING: FIRST PUBLIC HEARING: NO

TO: Mayor and Members of City Council
FROM: R. Thomas Homan, City Manager
VIA: ----

TITLE OF PROPOSED ORDINANCE/RESOLUTION:

A RESOLUTION CANCELLING THE SECOND REGULAR MEETING OF CITY COUNCIL MAY 28, 2018, DUE TO THE MEMORIAL DAY HOLIDAY, AND RESCHEDULING THE SECOND REGULAR MEETING OF CITY COUNCIL FROM DECEMBER 24 TO DECEMBER 20, 2018.

BACKGROUND:

The second regular meeting in May of City Council falls on May 28 which is Memorial Day and city offices are closed.

The second regular meeting in December of City Council falls on December 24 which is a city holiday and city offices are closed.

If approved, December 20 will be the second meeting of Council and considered the year-end meeting.

REASON WHY LEGISLATION IS NEEDED:

To reschedule the meeting

COMMITTEE RECOMMENDATION:

N/A

FISCAL IMPACT(S):

N/A

POLICY CHANGES:

N/A

PRESENTER(S):

Carolyn Kay Riggle, Mayor

RECOMMENDATION:

ATTACHMENT(S)

RESOLUTION 18-03

A RESOLUTION CANCELLING THE SECOND REGULAR MEETING OF CITY COUNCIL MAY 28, 2018, DUE TO THE MEMORIAL DAY HOLIDAY, AND RESCHEDULING THE SECOND REGULAR MEETING OF CITY COUNCIL FROM DECEMBER 24 TO DECEMBER 20, 2018.

WHEREAS, City Council meets the second and fourth Monday of each month; and

WHEREAS, May 28 is the Memorial Day Holiday and city offices are closed. City Council desires to cancel the second regular meeting of May with the understanding that should the need arise a meeting could be scheduled for later in the week; and

WHEREAS, December 24 is a holiday and city offices are closed. City Council would like to reschedule the second regular meeting.

NOW, THEREFORE BE IT RESOLVED, by the Council of the City of Delaware, State of Ohio:

SECTION 1. That the May 28, 2018 regular meeting of City Council hereby cancelled.

SECTION 2. That the December 24, 2018 meeting is hereby rescheduled for December 20, 2018.

SECTION 3. That this resolution shall take effect and be in force immediately after its passage.

PASSED: _____, 2018

YEAS___ NAYS___
ABSTAIN ___

ATTEST: _____
CITY CLERK

MAYOR

CIVIL SERVICE COMMISSION
Motion Summary
October 4, 2017

ITEM 1. ROLL CALL

Chairman Rybka called the meeting to order at 3:00 p.m.

Members Present: Chairman John Rybka, Vice Chairman Eric Coss

Members Absent: Brooke Acker

City Council Liaison: Councilman Jim Browning

Staff Present: John Donahue, Fire Chief, Bruce Pijanowski, Police Chief, Jessica Feller, Human Resource Manager, and Lorrie Diaz, Human Resource Coordinator

ITEM 2. PLEDGE OF ALLEGIANCE

ITEM 3. APPROVAL of the Motion Summary for the Civil Service Commission meeting held September 6, 2017, a recorded and transcribed.

Motion: Vice-Chairman Coss moved to approve the Motion Summary for the September 6, 2017 Civil Service Commission meeting, seconded by Chairman Rybka. Motion passed by a 2-0 vote.

ITEM 4. CERTIFICATION of Fire Lt. Promotional List

Motion: Vice-Chairman Coss moved to accept the Fire Lt. Promotional List as presented, seconded by Chairman Rybka. Motion approved by a 2-0 vote.

ITEM 5. UPDATE of Firefighter Recruiting Process

Chief Donahue reviewed the recruiting process and provided a history of the last process that occurred. Chief Donahue reviewed the changes to create two certified lists that will be designated for a full time list and a part time list. Chief Donahue also discussed the change to submit to the Department of Administrative Services the paramedic certification at any time once certification is achieved.

PUBLIC COMMENT:

Zack Schaeffer

IAFF, Local 606 Union President
99 S. Liberty Street
Delaware, Ohio 43015

Firefighter Schaeffer spoke of the collaboration between the union and fire management regarding the recruitment process.

Motion: Vice-Chairman Coss moved to accept the Fire Recruiting Process as presented, seconded by Chairman Rybka. Motion approved by a 2-0 vote.

ITEM 6. UPDATE of Firefighter Certified List

a. Full-time Certified List

Motion: Vice-Chairman Coss moved to accept the Full-time Firefighter Certified List Process as presented, seconded by Chairman Rybka. Motion approved by a 2-0 vote.

b. Part-time Certified List

Motion: Vice-Chairman Coss moved to accept the Full-time Firefighter Certified List Process as presented, seconded by Chairman Rybka. Motion approved by a 2-0 vote.

ITEM 7. UPDATE Firefighter Physical Agility Validation

Chief Donahue provided information on the changes for the Firefighter Physical Agility Validation.

Motion: Vice-Chairman Coss moved to accept the Firefighter Physical Agility Validation as presented, seconded by Chairman Rybka. Motion approved by a 2-0 vote.

ITEM 8. PUBLIC COMMENTS

There was no public comment.

ITEM 9. COMMITTEE COMMENTS

Chairman Rybka requested input regarding the 1033 program. Chief Pijanowski discussed the benefits that the City of Delaware Police Department has received through the 1033 program.

Chairman Rybka discussed the efforts by the Pickerington, Ohio Police Chief to find more officers and questioned what resources the Delaware Police Department was needing. Chief Pijanowski discussed the request for additional

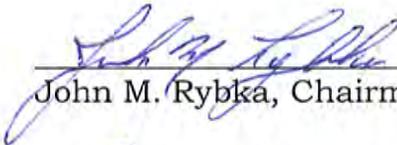
staff in the 2018 budget. The Commissioners voiced their support for the request for additional resources.

Chief Pijanowski provided an update on the collaborative effort to work the Ohio Wesleyan University Community Day and the effort to connect with the community at the event.

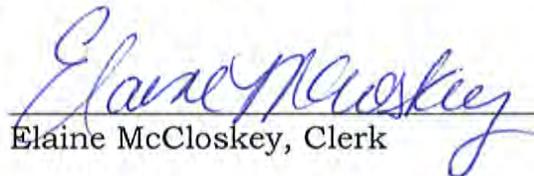
Chief Donahue provided information regarding the October First Friday event.

ITEM 10. ADJOURNMENT

Motion: Vice-Chairman Coss moved to adjourn the Civil Service Commission meeting, seconded by Chairman Rybka. The Civil Service Commission meeting was adjourned at 3:47 p.m.



John M. Rybka, Chairman



Elaine McCloskey, Clerk



FACT SHEET

AGENDA ITEM NO: 9

DATE: 1/08/2018

ORDINANCE NO:

RESOLUTION NO: 18-04

READING: FIRST

PUBLIC HEARING: NO

TO: Mayor and Members of City Council

FROM: R. Thomas Homan, City Manager

VIA: -----

TITLE OF PROPOSED ORDINANCE/RESOLUTION:

A RESOLUTION HONORING THE LIFE OF DR. MARTIN LUTHER KING, JR.

BACKGROUND:

This resolution will be recognized by the Martin Luther King (MLK) Celebration Committee at the upcoming MLK Breakfast on January 15.

REASON WHY LEGISLATION IS NEEDED:

N/A

COMMITTEE RECOMMENDATION:

N/A

FISCAL IMPACT(S):

N/A

POLICY CHANGES:

N/A

PRESENTER(S):

Carolyn Kay Riggle, Mayor

RECOMMENDATION:

RESOLUTION NO. 18-04

A RESOLUTION HONORING THE LIFE OF DR. MARTIN LUTHER KING, JR.

WHEREAS, the third Monday in January of each year has been set aside as a day to celebrate the life and dream of Martin Luther King, Jr., and

WHEREAS, this day should also be seen as a day to reaffirm the American ideals of freedom, justice and opportunity for all; as a day for love, not hate; for understanding, not anger; for peace, not war; and

WHEREAS, on this important holiday people of all races, religions and classes in life may put aside their differences and join in a spirit of togetherness, and

WHEREAS, this is a day for our nation, our state, and the City of Delaware to pay tribute to Dr. Martin Luther King, Jr., who awakened in us the best qualities of the American spirit, and

WHEREAS, this is a day for nations of the world to cease all violent actions, seek nonviolent solutions and demonstrate that peace is not just a dream but a real possibility.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Delaware, State of Ohio:

SECTION 1. That this resolution shall take effect and be in force immediately after its passage.

PASSED: _____, 2018

YEAS ____ NAYS ____
ABSTAIN ____

ATTEST: _____
CITY CLERK

MAYOR



FACT SHEET

AGENDA ITEM NO: 10

DATE: 01/08/2018

ORDINANCE NO: 17-81

RESOLUTION NO:

READING: THIRD

PUBLIC HEARING: YES
January 8, 2018 at 7:20 p.m.

TO: Mayor and Members of City Council

FROM: R. Thomas Homan, City Manager

VIA: Darren Shulman, City Attorney

TITLE OF PROPOSED ORDINANCE/RESOLUTION:

AN ORDINANCE AMENDING THE SCHEDULE OF FEES AND SERVICE CHARGES.

BACKGROUND:

Under Delaware Codified Ordinance, Section 197.01, proposed Fee Schedule adjustments are submitted to City Council for consideration in conjunction with the annual budget. This year's adjustments include an increase to cover the cost of water and sewer permit processing, codification of the \$100 per caliper inch tree bank fee, addition of the cost of a water pit, and a new section documenting the facility rental fees to coincide with the City potentially taking over scheduling of the facilities.

REASON WHY LEGISLATION IS NEEDED:

Annual review is required by code. Recommended changes submitted by department staff.

COMMITTEE RECOMMENDATION:

N/A

FISCAL IMPACT(S):

Minimal, will allow the City to recoup cost.

POLICY CHANGES:

N/A

PRESENTER(S):

Darren Shulman, City Attorney
Dave Efland, Community Affairs Coordinator
Brad Stanton, Public Utilities Director
Ted Miller, Parks and Natural Resource Director

RECOMMENDATION:

Approval after Public Hearing

ATTACHMENT(S)

None

ORDINANCE NO. 17-81

AN ORDINANCE AMENDING THE SCHEDULE OF
FEES AND SERVICE CHARGES.

WHEREAS, as part of the yearly review of the fees established in Delaware Codified Ordinance Section 197.01, it has been determined that the fees should be added to the schedule and existing fees revised.

NOW, THEREFORE, Be It Ordained by the Council of the City of Delaware, State of Ohio:

SECTION 1. The Refuse Collection portion of 197.02 is amended to update and add new schedules as follows:

197.02 FEE SCHEDULE

Community Development/Construction		
SOURCE OF FEE	FEE TITLE	AMOUNT
1321.01, 1321.11	One-, Two-, or Three-Family Dwellings Inspections and Permits	<p>In addition to the fees below, the State of Ohio requires the City to collect a 1% surcharge on certain permits below and as may be amended by the State of Ohio:</p> <p>Building Permit Plan Review - New Construction: \$50.00</p> <p>Building Permit - New Construction Inspection: \$350.00 plus \$0.05 per s.f.</p> <p>Building Permit - Porches, Residential Additions, Remodeling, Alterations and Accessory Buildings up to 1,000 sq. ft. Inspection: \$75.00 plus \$0.05 per s.f.</p> <p>Plumbing Inspection: \$75.00 for new builds \$35.00 for minor alterations</p> <p>Water heaters, heating, ventilating, and cooling equipment/systems (HVAC) Inspection: \$150.00 for new home construction and additions 1,000 s.f. and greater; \$50.00 for minor alterations to existing systems, renovations, and additions under 1,000 s.f. \$25.00 for residential appliance replacements including water heaters and HVAC.</p> <p>Electrical: \$50.00 for service upgrade, minor alterations to existing residential buildings, pools, generators, and additions under 1,000 s.f.</p> <p>For New Construction and additions and alterations 1,000 s.f. and greater:</p> <p style="padding-left: 20px;">\$100.00 for buildings up to 1,000 s.f.</p> <p style="padding-left: 20px;">\$100.00 plus \$0.02 per s.f. for structures 1,001—2,000 total s.f.</p> <p style="padding-left: 20px;">\$100.00 plus \$0.03 per s.f. for structures 2,001—3,000 total s.f.</p>

		<p>\$100.00 plus \$0.04 per s.f. for structures 3,001 total s.f. structures and greater</p> <p>Insulation: \$75.00 for new construction homes and additions over 1,000 s.f.</p> <p>Gas Line Inspection: \$70.00 for new construction homes and additions over 1,000 s.f.</p> <p>Reissuance of lost permit or inspection card: \$50.00</p> <p>Reinspection: Upon the third inspection for the same task/item - \$75.00</p> <p>Occupancy Permit/Certificate: Temporary - \$125.00 Final - \$75.00</p> <p>Excavation to connect to utilities: \$50.00</p> <p>Water/Sewer Permit Processing: \$25.00 \$35</p> <p>Subsiding: \$50.00</p> <p>Fireplace/Fireplace like Device Permit and Inspection: \$35.00</p> <p>Grade Inspections: \$100.00</p> <p>Re-roof: \$50.00</p> <p>Residential Plan Revision: \$75.00</p> <p>Miscellaneous Permit: \$35.00</p>
1168.07	FEE TO TREE BANK FUND IN LIEU OF PLANTING	\$100 PER CALIPER INCH OF QUALIFYING REMOVED MAJOR TREES AS REQUIRED IN CHAPTER 1168 – TREE PRESERVATION REGULATIONS.

UTILITY SERVICES		
SOURCE OF FEE	FEE TITLE	AMOUNT
913.13	Meter Rules and Regulations	<p>Certain water meters shall be provided by the Utility Department, Water Division at the cost of the meter to the City. This is currently \$160.00 for a $\frac{5}{8}$ — $\frac{3}{4}$ meter.</p> <p>IF A WATER METER PIT IS NECESSARY, THE CITY WILL CHARGE THE COST OF THE PIT. THIS COST IS CURRENTLY \$300.</p>

FACILITY RENTAL FEES		
SOURCE OF FEE	FEE TITLE	AMOUNT
	JACK FLORANCE POOL RENTAL	<p>1-149 PEOPLE: \$250/HR</p> <p>150+ PEOPLE: \$300/HR</p>
	BALL FIELDS AT SMITH OR MINGO PARKS	\$25 FOR FIRST GAME, \$5 EACH ADDITIONAL GAME. \$100 DEPOSIT RETURNED IF FIELD IS



FACT SHEET

AGENDA ITEM NO: 11

DATE: 01/08/2018

ORDINANCE NO: 17-77

RESOLUTION NO:

READING: THIRD

PUBLIC HEARING: NO

TO: Mayor and Members of City Council

FROM: R. Thomas Homan, City Manager

VIA: Judge David Sunderman, Judge Marianne Hemmeter and Clerk
Cindy Dinovo

TITLE OF PROPOSED ORDINANCE/RESOLUTION:

AN ORDINANCE AMENDING THE DELAWARE MUNICIPAL COURT AND CLERK OF COURT EMPLOYEE BENEFITS AND LEAVE POLICIES, AND DECLARING AN EMERGENCY.

BACKGROUND:

The Municipal Court and Clerk of Court's 2018 Employee Benefits and Leave Policies are attached, along with, a memo summarizing the changes. Notable changes include:

- Adding Eligibility for the City's Vision Care Plan
- Increasing the Clerk's Life Insurance to \$100,000.
- Expanding salary range for Office Assistant
- Adding Mission Docket Coordinator/Community Control Officer and Veteran Mentor Coordinator to the salary ranges

REASON WHY LEGISLATION IS NEEDED:

COMMITTEE RECOMMENDATION:

N/A

FISCAL IMPACT(S):

POLICY CHANGES:

N/A

PRESENTER(S):

Judge David Sunderman, Judge Marianne Hemmeter and Clerk Cindy Dinovo

RECOMMENDATION:

Approval. If legislation is taken to a third reading per Council's readings policy, passage on January 8, 2018 would permit an effective date of December 27, 2017, as January 9, 2018 will be the end of the pay period. An emergency clause will remain necessary.

ATTACHMENT(S)

Memo

Amended Pay Plan

ORDINANCE NO. 17-77

AN ORDINANCE AMENDING THE DELAWARE MUNICIPAL COURT AND CLERK OF COURT EMPLOYEE BENEFITS AND LEAVE POLICIES, AND DECLARING AN EMERGENCY.

BE IT ORDAINED by the Council of the City of Delaware, State of Ohio:

SECTION 1. That the Delaware Municipal Court and Clerk of Court Employee Benefits and Leave Policies shall be amended to reflect the noted changes (attached hereto).

SECTION 2. This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law including Section 121.22 of the Revised Code.

SECTION 3. EMERGENCY CLAUSE. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City. The emergency clause is required to enact the changes effective on December 27, 2017. Therefore this Ordinance shall be in full force and effect immediately upon its passage.

EMERGENCY CLAUSE:

YEAS___NAYS___
ABSTAIN ___

PASSED: _____, 2018

YEAS___ NAYS___
ABSTAIN ___

ATTEST: _____
CITY CLERK

MAYOR

DELAWARE MUNICIPAL COURT

JUSTICE CENTER • 70 NORTH UNION STREET • DELAWARE, OHIO 43015-1939

DAVID P. SUNDERMAN
Judge

MARIANNE T. HEMMETER
Judge

KEVIN L. PELANDA
Magistrate

MEMO

TO: Judge Sunderman and Judge Hemmeter
FROM: Rick Fair
DATE: November 20, 2017
RE: **2018 Draft Employee Benefits and Leave Policies**

Judge Sunderman and Judge Hemmeter, attached is a draft of the 2018 Delaware Municipal Court and Clerk of Court Employee Benefits and Leave Policies. There are a few changes, some of which are at the request of the Clerk. The following is a synopsis of the changes:

1. Policy 23 Holiday Pay Personal Leave-Section 1-pg 2

The dates have been changed for 2018.

2. Policy 26 Sick Leave-Section 1 pg. 6 (last paragraph)

The Clerk requested the following be removed from the 1st sentence in the paragraph; “and state the nature of the illness”. The sentence will now read, “Employees are required to report their intent to use sick leave prior to the start of each workday, unless the employee has made other reporting arrangements with the Administrative Judge, or his/her designee or the Clerk of Court or his/her designee.”

3. Policy 28 Insurance-Section 1C; Vision Care Plan-pg. 12 (new)

The Clerk requested this be added to the Benefits/Leave Policies now that all full time City employees are eligible for vision care. The below language was taken from a MOU between the City and AFSCME, with the exception of the last sentence, which I feel is appropriate. “The City will contribute \$6 a month towards vision coverage. The employee will be responsible for the balance of the monthly cost of the selected coverage. The City may cease to make this contribution if the City no longer offers vision coverage.” Please contact the Department of Administrative Services if you have questions.

4. Policy 28 Insurance-Section 2; Life Insurance-pg. 12

The Clerk advised that she is eligible to have her life insurance increased to \$100K from \$50K.

5. Policy 34-Salary Ranges-pgs. 14-15

The maximum hourly range for the Office Assistant position was expanded from \$17 to \$20 per hour, changing the maximum annual salary from \$35,360 to \$41,600. (This was per Doug Staugler.)

The positions of Mission Docket Coordinator/Community Control Officer and Veteran Mentor Coordinator were added to the salary page ranges.

Please let me know if you have any questions regarding any of the above, or would like me to make any additional changes.

Delaware Municipal Court and Clerk of Court

Employee Benefits And Leave Policies

Effective December 27, 2017

Delaware Municipal Court
and
Clerk of Court
70 North Union Street
Delaware, Ohio 43015

SECTION IV. EMPLOYEE BENEFITS AND LEAVE

Policy 23. Holiday Pay and Personal Leave

Section 1. The following are designated as paid holidays for the Municipal Court and the Clerk of Court employees:

New Year's Day, January 1
Martin Luther King Day, 3rd Monday in January
Memorial Day, last Monday in May
Independence Day, July 4th
Labor Day, 1st Monday in September
Little Brown Jug Day, 1/2 day - 3rd Thursday after Labor Day
Thanksgiving Day, 4th Thursday in November
Day after Thanksgiving
Day before Christmas, December 24, 1/2 day
Christmas Day, December 25
Day before New Year's, December 31, 1/2 day

Revised Nov. 2017

Holidays that fall on Saturday will be observed on Friday, and holidays that fall on Sunday will be observed on the following Monday.

Section 2. If one of the holidays set forth above occurs while an employee is on vacation leave, that day will not be charged against his/her vacation.

Section 3. Employees will be credited with 32 hours of personal leave a year. Use of personal days will be at the employee's discretion with approval of the Administrative Judge or his/her designee or the Clerk of Court or his/her designee.

Section 4. Employees are permitted to accumulate two years' worth of personal days.

Section 5. At the time of separation, an employee will be compensated for all accrued but unused personal days.

Policy 24. Vacation Leave

Section 1. The vacation year for employees will end at the close of business on the last pay period that ends in the month of December.

Section 2. Each full-time employee will accrue vacation leave by pay period at the annual rate of work hours based on years of full-time total service which is established in the schedules contained in Section 3 of this article. Years of total full-time service is defined to be the total of all periods of full-time employment for the Delaware Municipal Court or Clerk of Court or as defined in Section 6. Any period of interruption of service due to

resignation, layoff, disciplinary suspension, or discharge for cause, will not be included in the computation of total service. Time not in paid status, excepting military leave, will also be excluded in computing total service. In computing years of service, the higher rate of accrual will be on the first day of the first pay period in which a year of service is completed.

If an employee of the Court or of the Clerk’s office has received or is receiving retirement benefits from any of the state retirement funds – the Ohio Public Employees Retirement System, the Police and Fire Pension Fund, the State Teachers Retirement System, the Public School Employees Retirement System, or the Highway Patrol Retirement System – the years of public service for which the employee has received or is receiving those retirement benefits will not be included in any computation of service time for vacation-leave accrual while the employee is working for the Court or for the Clerk.

Section 3. For employees hired before December 31, 2013, vacation leave will accrue as follows:

Years of Total Service	Vacation Hours/Year	Vacation Hours/Pay
Start through 5 years	80.6	3.1
6 through 10 years	119.6	4.6
11 through 15 years	161.2	6.2
16 or more years	200.2	7.7

For employees hired after December 31, 2013, vacation leave will accrue as follows:

Years of Total Service	Vacation Hours/Year	Vacation Hours/Pay
Start through 5 years	80.6	3.1
6 through 15 years	119.6	4.6
16 or more years	161.2	6.2

Section 4. Any vacation balance in excess of the maximum number of work hours established in the following paragraph will become void as of the close of business on the last day of the last pay period that ends in the month of December.

Years of Total Service	Maximum Accrual of Vacation Hours
Start through 5 years	161.2
6 through 10 years	239.2
11 through 15 years	322.4
16 or more years	400.4

The only exception to that chart will apply to any employee who – on the last day of the last pay period in December 2013 – has a vacation-leave balance of more than 500 hours. The vacation-leave-accrual cap for any such employee will be 600.6 hours, and any vacation-leave hours that such an employee has accrued but not used in excess of 600.6 hours on the last day of the last pay period of 2013 – and on that same last-pay-period day in each succeeding year – will be void.

Section 5.

- A.** To be eligible for bi-weekly (pay period) vacation accumulation, an employee must be in paid status for a minimum of 72 hours within that pay period; except that when an employee is required to report for work and does so report and is denied work because of circumstances beyond his/her control, absence from work for the balance of that day will not be construed as unpaid work status.
- B.** An employee in full-time status who is to be separated from the Delaware Municipal Court or Clerk of Court service through discharge, resignation, retirement or layoff, and who has unused vacation leave to his/her credit, will be paid in a lump sum for such unused vacation leave in lieu of granting a vacation leave after his/her last day of active service with the Delaware Municipal Court or Clerk of Court. That payment will be paid at the employee's hourly rate of pay at the time of separation.
- C.** When an employee dies while in paid status in the Delaware Municipal Court or Clerk of Court, any unused vacation leave to his/her credit will be paid in a lump sum to the surviving spouse, or other person the employee may have designated in writing.

Section 6. To be eligible to transfer years of service for determination of vacation benefits to the City of Delaware (Delaware Municipal Court or Clerk of Court) from prior employment inside the State of Ohio:

- A.** Employees are eligible to transfer prior years of service completed as employees of this Court, the Clerk of this Court, or the City of Delaware.
- B.** The amount of years of service that can be transferred is unlimited.

C. Prior employment must be in full-time status.

Section 7. An employee may elect to convert up to two weeks of accrued and unused vacation time to cash during any calendar year. An employee must inform the Administrative Judge or the Clerk of Court prior to August 1 of the year preceding the calendar year in which the employee intends to convert the unused vacation leave to cash, and the employee must maintain at least 40 hours of accrued and unused vacation leave in the employee's account after that conversion takes place.

Policy 25. Funeral Leave

Section 1. Each regular full-time employee is entitled to funeral leave with pay as follows:

<u>Leave for Death of:</u>	<u>Days/Hours of Leave</u>
Immediate Family Member	1 - 3 days
Other Relative	4 - 8 hours

* One work day/shift is automatic for the day of the funeral, but additional time up to the maximum will be given only with approval of the Administrative Judge or his/her designee or the Clerk of Court or his/her designee.

** All leave time with approval of the Administrative Judge or his/her designee or the Clerk of Court or his/her designee.

Section 2. For the purposes of this section, Immediate Family Member means spouse, child, brother, sister, parents, step-child, step-brother, step-sister, step-parents, grandparents, grandchildren, sister-in-law, brother-in-law, and parents-in-law.

Section 3. Funeral Leave time does not include an employee's regularly scheduled day off to which the employee is already entitled.

Policy 26. Sick Leave

The Court and the Clerk of Court may from time to time supplement these sick leave policies with additional terms that apply to their employees only. For a full understanding of the use of sick leave, employees should consult not only this benefit manual but also the office policies promulgated by the particular officeholder – whether the Administrative Judge or the Clerk of Court – for whom the employee works.

Section 1. Each employee is entitled to sick leave with pay of 4.6 hours for each completed 80 hours of service.

An employee may use sick leave upon approval of the Administrative Judge or his/her designee or the Clerk of Court or his/her designee for the following reasons:

- A. Illness or injury of the employee or his/her immediate family.
- B. Medical, dental, or optical examinations or treatment of an employee or his/her immediate family that requires the employee's attendance.
- C. If a member of the immediate family is afflicted with a contagious disease, or when, through exposure to a contagious disease, the presence of the employee at his/her job will jeopardize the health of others.
- D. Pregnancy and/or childbirth and other conditions related thereto inclusive of leave for male employees for the care of the employee's wife and family during postnatal period.

For purposes of this section, the definition of immediate family is: grandparents, mother, mother-in-law, father, father-in-law, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, spouse, child, stepchild, grandchild, legal guardian, or other person who stands in the place of a parent (in loco parentis).

Employees are required to report their intent to use sick leave prior to the start of each workday, unless the employee has made other reporting arrangements with the Administrative Judge or his/her designee or the Clerk of Court or his/her designee. The employee must make this phone call unless medically detained by a physician at the time. The Administrative Judge, or his/her designee or the Clerk of Court or his/her designee, may contact the employee sometime during the day to discuss the reasons for the absence.

Section 2. Sick leave must be taken in half-hour increments.

Section 3. If an employee used zero hours of sick leave in any calendar year, that employee will be credited with an additional three vacation days the following year. If an employee uses between one and eight hours of sick leave in any one calendar year, that employee will be credited with an additional two vacation days the following year. If an employee uses between nine and 16 hours of sick leave in any one calendar year, that employee will be credited with one additional vacation day the following year. At the employee's option, any additional vacation days earned can be taken in the form of vacation leave or compensation in cash.

Section 4. Any employee who has accumulated at least 800 hours of sick leave credit may, during any calendar year, convert up to 80 hours of sick leave to vacation on the basis of two hours of sick leave for one hour vacation leave.

If an employee has earned sick leave in another public-sector job and then has transferred unused sick leave to the Court or Clerk of Court's office at the start of the employee's current period of employment with the Court or Clerk of Court that transferred sick leave cannot be converted to vacation leave under this section.

All sick leave accumulated by the employee during the employee's current period of employment with the Court or the Clerk of Court must be exhausted by the employee or converted to vacation leave before the employee may use any sick leave that has been added to the employee's sick-leave balance in accordance with Section 5 of this sick-leave policy.

Section 5. To be eligible to transfer sick leave to the City of Delaware from prior public employment in the State of Ohio:

- A.** Employees will only be eligible to transfer sick leave from a public agency as defined by the State of Ohio.
- B.** Employment with the City of Delaware must take place within 10 years of termination from their previous employer.
- C.** The maximum amount of sick leave hours that can be transferred is unlimited.

Section 6. Any employee who separates from the Delaware Municipal Court or Clerk of Court employment for other than just cause will be paid for all accumulated and unused sick leave on the basis of one hour of pay for every three hours of unused sick leave. Total sick leave payout cannot exceed 12 weeks' pay.

Section 7. An employee must complete and sign a request for leave form provided by the City to justify the use of sick leave. Payment for sick leave is subject to final approval by the Administrative Judge or his/her designee or the Clerk of Court or his/her designee. The City, Delaware Municipal Court, or Clerk of Court may require the employee to furnish a statement from a licensed medical practitioner if medical attention was sought or for any absence in excess of three consecutive days whether for the employee or his/her immediate family. Such statement must include the nature of the illness or injury, the inability to perform his/her duties, the prognosis, and the estimated date when the employee can be expected to return to work. Failure of the employee to provide such statement and request for leave form when requested may result in the denial of sick leave pay.

Section 8. Falsification of a request for leave form or a medical practitioner's statement may be grounds for disciplinary action. The City, Delaware Municipal Court, or Clerk of Court maintains the right to have any employee examined by a licensed medical practitioner selected and paid by the City. Alternatively, the employee required to see a physician may

see a physician of his/her own choosing, but in that event will not be reimbursed for the costs incurred.

The City, Delaware Municipal Court, or Clerk of Court may deny the payment of sick leave if the investigation indicates that the absence was not within the provisions of this article. Denial of sick-leave payment will not preclude the Delaware Municipal Court or Clerk of Court from implementing any disciplinary action.

Section 9. Sick Leave Abuse

It is the mutual interest of the employee and the Delaware Municipal Court or Clerk of Court to prevent the abuse or misuse of sick leave. The acceptable usage of sick leave is explained in this policy.

Employees must not abuse or demonstrate a pattern of sick-leave and/or leave-without-pay usage. The abuse of sick leave or the patterned use of sick leave will be just and sufficient cause for discipline. A request of sick leave will be denied if the employee fails to comply with the procedures for proper sick leave usage, fails to present a required physician's statement, or if an investigation of a request for sick leave discloses facts inconsistent with the proper use of sick leave. Falsification of applications for sick leave or the filing of sick leave applications and documentation with intent to defraud may result in the disapproval of sick leave and may be grounds for disciplinary action, up to and including discharge.

Any employee who is hospitalized will not have such period of leave considered in determining whether the employee is abusing sick-leave benefits.

The implementation of this section does not preclude the right of the Delaware Municipal Court or Clerk of Court to discipline an employee for the abuse of sick leave, to require a statement from the employee's physician, or to have the employee examined by a physician. Any employee who has been disciplined for abuse of sick leave may be required to furnish a statement from the employee's physician for each use of sick leave up to six months in duration. The City, Delaware Municipal Court, or Clerk of Court may, with mutual agreement of both parties, extend the need for sick leave verification for an additional six month period. The City, Delaware Municipal Court, or Clerk of Court also maintains the right to investigate all absences.

Policy 27. Injury Leave

Section 1. All regular full-time employees are entitled to injury leave with pay, less any Worker's Compensation weekly salary benefits that they may be awarded by the Industrial Commission of Ohio (ICO), for a period not to exceed 120 consecutive working days for employees working a 40 hour work week for each injury incurred in the performance of employment

duties with the Delaware Municipal Court or Clerk of Court, provided that the following procedures are followed:

- A.** In all cases of personal injury to any full-time Delaware Municipal Court or Clerk of Court employee as a result of the performance of employment duties, the employee must immediately complete an accident/injury investigation form and report the accident/injury to the Administrative Judge or his/her designee or the Clerk of Court or his/her designee, who must immediately report said accident/injury to the Department of Administrative Services and ensure that a claim is filed with ICO.
- B.** In the event that time off from work is required by the injured employee, he/she will be granted injury leave from the first day of injury, if the proper documentation is submitted to the City of Delaware. This documentation will include, but not be limited to, a statement from the employee's physician, an Agreement covering Compensation Reimbursement, any necessary ICO forms and other documents as may be required by the City. In the event that the ICO determines that the injury is NOT employment related, any time the employee is, or has been, absent from work will be deducted first, from any accrued sick leave, then accrued vacation, or accrued compensation time off, other than compensatory time for overtime worked.
- C.** During the period of time an injured employee is being paid under this policy, all normal benefits given to regular full-time employees will remain in force with no deductions to earned sick leave and/or vacation time.
- D.** In all cases where an injury leave of more than 120 consecutive working days is requested by an employee working a 40 hour work week, the Administrative Judge or his/her designee or Clerk of Court or his/her designee may extend such leave by an additional 120 consecutive working days if such necessity is determined to his/her satisfaction. Each employee requesting such an extension under this policy may be required to furnish a current affidavit from a licensed physician setting forth the need for the extension.

Policy 28. Insurance

Section 1. Hospitalization, Surgical, and Major Medical. The City will continue to provide comprehensive hospitalization, surgical, and major medical coverage for all full-time members and their dependents. Beginning January 1, 1999, or at some date thereafter, the City may implement a Preferred Provider Organization (PPO). The Plan if implemented will provide for the following deductibles and co-payments as follows:

	NETWORK PROVIDERS	NON-NETWORK PROVIDERS
Annual Deductible Single Family	None None	\$ 500.00 \$1,000.00
Office Visit Co-Pay	\$10.00	N/A
ER Visit <i>Co-Pay</i>	\$50.00 unless admitted into the hospital, otherwise co-insurance will apply in excess of the deductible.	N/A
Co-Insurance Single Family	90/10% of first \$1,000 80/20% of next \$3,000 90/10% of first \$2,000 80/20% of next \$5,000	50/50% of first \$5,000 50/50% of first \$10,000

Contributions will be deducted from the member's gross income prior to taxes, subject to compliance with all applicable tax regulations.

Employees will contribute to the cost of the health benefit plan in an amount determined annually by the City of Delaware. Annual changes to the calculated COBRA rate will be applied to the monthly employee contributions on the first full pay-period in April of each year. Contributions will be deducted from all members in a paid status based on twelve months times the monthly rate, divided by the number of pay periods per year. An example would be \$56.95/mo. x 12 = \$683.40, \$683.40/26 pay periods = \$26.28 per pay period. In the event federal tax regulations are changed so that medical benefit plans are no longer tax exempt, the City will not be responsible to pick up the member's tax burden.

The City will permit employees who have alternate health plan options through a spouse to opt out of the City plan in return for a payment of \$100.00 per month. Families who have both spouses employed full time by the City of Delaware will not be eligible to opt out of the plan. Likewise, these employees will not be subject to monthly payroll contributions. The employee will provide proof that they do in fact have other coverage before the City will drop that employee's current coverage. The City will continue to provide dental coverage if it is not provided under the employee's spouse's insurance. A member may elect to return to coverage under the City's insurance plan by notifying the City in writing of any substantial changes in their qualifying family circumstances. The member must give thirty days notice of his or her election to return to the City's plan, except in the case of an emergency, such as sudden loss of spouse's coverage, divorce or other change in family status. The plan will comply with Internal Revenue Code Section 125 which governs this matter.

Employees who opt out of the health insurance program will be compensated as follows:

No Coverage	\$100 per month
Maintain Prescription Only	\$ 60 per month
Maintain Dental Only	\$ 65 per month
Maintain Prescription and Dental	\$ 55 per month

* An employee may not elect to have medical coverage only.

Payments will begin on the first pay period of the month following 30 days notice of an employee's desire to drop coverage. A form will be provided which will contain all information necessary to discontinue coverage under the plan. The form must be signed and returned to the Department of Administrative Services. Until such time that an employee is effectively dropped from City coverage, they will be subject to any payroll contributions.

All payments made in lieu of insurance coverage will be included as other pay on employee's paycheck. This income will not be included in income subject to PERS contributions but will be subject to all applicable taxes.

A. Prescription Plan

The City will provide a prescription card plan for members and their dependents.

The retail benefits will be the following with the City paying the higher amount and the employee paying the lesser amount of prescription coinsurance:

- 80/20% for generic drugs
- 50/50% name brand drugs with a \$25.00 co-pay for each disbursement

The mail order benefits will be the following:

- 90/10% for generic drugs and
- 75/25% for name brand drugs with no \$25.00 co-pay.

The maximum expense an employee will pay for coinsurance is \$250.00 annually for single coverage and \$500.00 for family annually for prescription benefits, however, the \$25.00 co-pay for retail name brand drugs will not count towards the calculation of the \$250.00 or the \$500.00 coinsurance maximum and will always apply even after an employee reaches the coinsurance maximum expenditure.

B. Dental Care Plan

The City will maintain the current dental coverage for all members. Please contact Department of Administrative Services if you have questions.

C. Vision Care Plan

The City will contribute \$6 a month towards vision coverage. The employee will be responsible for the balance of the monthly cost of the selected coverage. The City may cease to make this contribution if the City no longer offers vision coverage. Please contact the Department of Administrative Services if you have questions.

*Revised Nov 2017

Section 2. Life Insurance

The City will provide the following amount of life insurance:

<i>Clerk of Court*</i>	\$ 100,000.00
Magistrate	\$ 45,000.00
Clerk's Chief Deputy	\$ 30,000.00
Court IT Director	\$ 30,000.00
All other full time employees	\$ 20,000.00

*Revised Nov 2017

Section 3. Certificate of Coverage

The City will provide a certificate of coverage for each Court employee. Such certificate will be for the employee's family situation.

Policy 29. Overtime Compensation

Section 1. Overtime Pay and Compensatory Time - Nonexempt Employees

Employees who are entitled to overtime pay or compensatory time off under the provisions of the Fair Labor Standard Act are entitled to overtime pay or compensatory time as described below:

- Employees must receive prior approval from the Administrative Judge or his/her designee or Clerk of Court or his/her designee.
- Employees will be compensated at straight-time rates for all hours in active pay status, except that all hours in paid status in excess of 40 hours in any work week will be compensated at a rate of time and one-half. Payment in cash will be made for any overtime due at the time of separation from City service.
- In lieu of cash payment, the employee may request to be compensated for overtime by compensatory time off in accordance with the law. Such compensatory time off will be equal to 1.5 hours for each hour overtime compensation to which the employee is entitled. All requests for

compensatory time are subject to approval of the department head. Any compensatory time that is used by an employee must be taken at a time mutually agreeable to the supervisor and the employee.

- Employees can accumulate up to 80 hours of compensatory time. When an employee has 80 hours of accumulated compensatory time, all further overtime will be paid in cash.
- Compensatory time will be submitted on the regular payroll sheet detailing the time earned and taken.

Section 2. Overtime Pay and Compensatory Time - Exempt Employees

Employees exempt under the Fair Labor Standard Act are not entitled to overtime pay but are entitled to compensatory time as described below:

- Employees must receive prior approval from the Administrative Judge or his/her designee or Clerk of Court or his/her designee.
- Compensatory time will be earned for approved work that exceeds the 40 hour work week and such employees may receive said compensatory time at the rate of one hour for each hour worked in excess of 40 hours per week.
- The maximum accrual of compensatory time is 80 hours.
- Compensatory time must be used in minimum increments of one hour and maximum increments of 16 hours.
- At no time will compensatory time be converted to any other form of leave or compensation.
- Compensatory time must be listed on the regular payroll sheet detailing the time earned and taken.

Policy 30. Special Leave

The Administrative Judge or his/her designee or the Clerk of Court or his/her designee, may authorize special leave of absence, with or without pay, for purposes beneficial to the employee and/or the Court or Clerk of Court.

A. Jury Service Leave

An employee, while serving on a jury in any court of record in Delaware County, the State of Ohio, or any adjoining county, will be paid his/her regular salary for each workday during the period of time so served. Time so served will be deemed active and continued service for all purposes. All jury fees received from the court where the jury was seated will be assigned to the City of Delaware and submitted to the Administrative Judge or his/her designee or the Clerk of Court or his/her designee, to be forwarded to the City Finance Director.

B. Court Leave

Time off with pay will be allowed for work-related incidents where an employee is subpoenaed as a witness in civil matters in any court of record in Delaware County, State of Ohio, or any adjoining county. All witness fees will be assigned to the City of Delaware and submitted to the Administrative Judge or his/her designee or the Clerk of Court or his/her designee, to be forwarded to the City Finance Director.

Policy 31. Family and Medical Leave Act

The Family and Medical Leave Act policies in the City of Delaware’s Employment Handbook apply to the employees of both the Court and the Clerk of Court.

Policy 32. Parks and Recreation Credit

The City will provide each employee with a credit to be applied to a City Pool membership, City Golf Course membership or punch-card, or City rentals (shelters or Hilborn Room). The amount of the credit is \$60.00. This membership is defined and regulated by the Recreation Services Department and employees must abide by the stipulations set forth by the department both in definition and restrictions. This credit amount is fixed, regardless of changes in membership fees that may occur. In addition, the City will provide to each member a 20% discount on all individual registrations for City recreation programs.

Policy 33. On-Call Compensation

Both exempt and non-exempt employees of the Clerk of Court will be eligible for on-call compensation for weekly periods when assigned the responsibility of responding to law-enforcement requests during non-scheduled work periods. Employees assigned to this on-call status will serve in this posture for weekly time periods as authorized by the Clerk or by the Clerk’s designee. Employees assigned to on-call status will be compensated at a weekly rate of between \$25 and \$50 as determined by the Clerk of Court. On-call compensation will be added to regular and overtime wages earned during the pay period and will be paid as taxable income through the bi-weekly payroll process.

Policy 34. Salary Ranges

Each employee is required to pay all required employee contributions to the Ohio Public Employees Retirement System (OPERS).

SALARY RANGES - MUNICIPAL COURT:

JOB TITLE	HOURLY WAGE		ANNUAL SALARY	
	MINIMUM	MAXIMUM	MINIMUM	MAXIMUM
OFFICE ASSISTANT*	\$12.37	\$20	\$25,730	\$41,600

ADMINISTRATIVE ASSISTANT	\$14.53	\$20	\$30,222	\$41,600
BAILIFF/SECURITY OFFICER	\$16.28	\$27	\$33,662	\$56,160
COMMUNITY CONTROL OFFICER	\$16.35	\$28	\$34,000	\$58,240
OVI DOCKET COORDINATOR/ COMMUNITY CONTROL OFFICER	\$16.35	\$28	\$34,000	\$58,240
MISSION DOCKET COORDINATOR/ COMMUNITY CONTROL OFFICER*	\$16.35	\$28	\$34,000	\$58,240
VETERAN MENTOR COORDINATOR*	\$16	\$24	\$33,280	\$49,920
ASSIGNMENT ADMINISTRATOR	\$18.81	\$28	\$39,125	\$58,240
ASSIGNMENT COMMISSIONER/JURY COMMISSIONER	\$18.81	\$28	\$39,125	\$58,240
ADMIN. ASSISTANT/JURY COMMISSIONER	\$18.81	\$28	\$39,125	\$58,240
CHIEF COMMUNITY CONTROL OFFICER	\$20.74	\$32	\$43,139	\$66,560
DEPUTY CHIEF COMMUNITY CONTROL OFFICER	\$20.74	\$32	\$43,139	\$66,560
MAGISTRATE	\$34.67	\$52	\$72,114	\$108,160

*Revised Nov. 2017

SALARY RANGES - CLERK OF COURT:

1901.31(H) Deputy Clerks of a municipal court other than the Carroll County Municipal Court may be appointed by the Clerk and shall receive the compensation, payable in either biweekly instalments or semi-monthly instalments, as determined by the payroll administrator, out of the City Treasury, that the Clerk may prescribe, except that the compensation of any Deputy Clerk of a county-operated municipal court shall be paid out of the treasury of the county in which the Court is located. The Judge of the Carroll County Municipal Court may appoint Deputy Clerks for the Court, and the Deputy Clerks shall receive the compensation, payable in biweekly instalments out of the county treasury, that the Judge may prescribe. Each Deputy Clerk shall take an oath of office before entering upon the duties of the Deputy Clerk's office and, when so qualified, may perform the duties appertaining to the office of the Clerk. The Clerk may require any of the Deputy Clerks to give bond of not less than three thousand dollars, conditioned for the faithful performance of the Deputy Clerk's duties.

Policy 35. Permanent Part-Time Employees

Permanent part-time employees will receive the following wages and benefits:

Section 1. Wages

Permanent part-time employees will be paid on an hourly basis in accordance with the table in Policy 34 above.

Section 2. Benefits

- A.** Permanent part-time employees will accrue Universal Leave on a prorated basis of 4.6 hours for every eighty hours worked in a pay period.
- B.** Permanent part-time employees are eligible for holiday pay if they work a major holiday, which includes the following: Memorial Day, July 4, Labor Day, Thanksgiving, Christmas, and New Year's Day. Holiday Pay is defined as one and one-half times the permanent part-time employee's regular hourly rate.
- C.** Overtime will be compensated at straight time rates for all hours in paid status, except that all hours in paid status in excess of 40 hours in any work week will be compensated for a rate of time and one-half.
- D.** The permanent part-time employee is responsible for payment of the employee contribution for the State of Ohio Retirement System.
- E.** Upon termination of employment with the Court or Clerk of Court, permanent part-time employees will not receive pay-out for any leave accumulated.
- F.** If a permanent part-time employee becomes full time with the Court or Clerk of Court, any accumulated Universal Leave will be added to the permanent part-time employee's sick leave balance.

Policy 37. Intermittent Part-Time/Seasonal Employees

Intermittent part-time and seasonal employees will receive the following wages and benefits:

Section 1. Wages

Intermittent part-time and seasonal employees will be paid on an hourly basis in accordance with the table in Policy 35 above.

Section 2. Benefits

Intermittent part-time and seasonal employees are not eligible for benefits, but the intermittent part-time, and/or seasonal employee is responsible for payment of the employee contribution for the State of Ohio Retirement System.

Receipt and Acknowledgment Form

The employee policy manual and employee benefits manual include important information about employment at the Delaware Municipal Court and the Clerk of Court's office, and I understand that I should consult my immediate supervisor regarding any questions that are not answered in those documents. If my supervisor cannot answer my question, I should consult with the Administrative Judge or his/her designee or the Clerk of Court or his/her designee.

I have entered into my employment relationship with the Delaware Municipal Court or the Clerk of Court voluntarily and I acknowledge that there is no specified length of employment. Accordingly, the Delaware Municipal Court, the Clerk of Court, or I may terminate the relationship at will, with or without cause, at any time.

Because the information, policies, and benefits described here are necessarily subject to change, I acknowledge that revisions to the administrative policy manual and the employee-benefits manual may occur, though I also understand that my position is and will remain an employment-at-will position. Any changes in the manuals will be communicated through official notices, and I understand that that revised information may supersede, modify, or eliminate existing policies. Only the Administrative Judge or Clerk of Court of the Delaware Municipal Court has the ability to adopt any revisions to the policies in this handbook.

Furthermore, I acknowledge that this handbook is neither a contract of employment nor a legal document. I have received the administrative policy manual and the employee-benefits manual, and I understand that it is my responsibility to read and to comply with the policies contained in these documents as well as any revisions made to them later.

Employee's Signature

Date

Employee's Name (Please Print)



FACT SHEET

AGENDA ITEM NO: 12

DATE: 01/08/2018

ORDINANCE NO: 17-78

RESOLUTION NO:

READING: THIRD

PUBLIC HEARING: NO

TO: Mayor and Members of City Council

FROM: R. Thomas Homan, City Manager

VIA: Jackie Walker, Assistant City Manager

TITLE OF PROPOSED ORDINANCE/RESOLUTION:

AN ORDINANCE AMENDING ORDINANCE NO. 16-108 ESTABLISHING THE PAY AND BENEFITS FOR VARIOUS PART-TIME AND INTERMITTENT/SEASONAL EMPLOYEES OF THE CITY OF DELAWARE, AND DECLARING AN EMERGENCY.

BACKGROUND:

The proposed 2018 budget reflects an increase in wages by 2% for all permanent part-time and intermittent part-time/seasonal positions. Wages for permanent part-time firefighters are also being recommended to increase \$1.00 per/hour (from \$12.00/hr for firefighter/EMT and from \$14.00/hr to \$15.00/hr for firefighter/paramedic), based on hiring need and external market comparison.

REASON WHY LEGISLATION IS NEEDED:

Legislation is necessary in order to process payroll changes.

COMMITTEE RECOMMENDATION:

N/A

FISCAL IMPACT(S):

2 percent increase for all permanent part-time and intermittent part-time/seasonal positions, as reflected in the proposed 2017 budget. \$1.00/hour increase for permanent part-time firefighter personnel.

POLICY CHANGES:

N/A

PRESENTER(S):

Jackie Walker, Assistant City Manager

RECOMMENDATION:

Approval. If legislation is taken to a third reading per Council's readings policy, passage on January 8, 2018 would permit an effective date of December 27, 2017, as January 9, 2018 will be the end of the pay period. An emergency clause will remain necessary.

ATTACHMENT(S)

N/A

ORDINANCE NO. 17-78

AN ORDINANCE AMENDING ORDINANCE NO. 16-108 ESTABLISHING THE PAY AND BENEFITS FOR VARIOUS PART-TIME AND INTERMITTENT, AND SEASONAL EMPLOYEES OF THE CITY OF DELAWARE, AND DECLARING AN EMERGENCY.

WHEREAS, the City hires various part-time, intermittent/seasonal employees that can be divided into two classifications, to wit: permanent part-time and intermittent seasonal; and

WHEREAS, Section 155.09, Appointment Status, of the Codified Ordinances of the City of Delaware defines part-time employment, and Ordinance No. 15-115 established pay and benefits for various part-time employees of the City; and

WHEREAS, it is necessary to clarify the wages and benefits for each classification of part-time and intermittent/seasonal employees.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Delaware, State of Ohio:

SECTION 1. Ordinance No. 16-108 is hereby amended to read as follows:

A. Effective ~~December 28, 2016~~ **December 27, 2017** permanent part-time employees shall receive the following wages and benefits:

1. Wages. Permanent part-time employees shall be paid on an hourly basis in accordance with the following table:

Pay Grade	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
PT 1	9.06	9.39	9.78	9.99	10.19
PT 2	13.67	14.20	14.78	15.38	15.97
PT 3	14.37	14.94	15.50	16.17	16.81
PT 4	16.55	17.22	17.91	18.63	19.37
PT 5	19.18	19.77	20.38	21.02	21.64
PT 6	21.90	22.55	23.15	23.85	24.56

PAY GRADE

PT 1

PT 2

PT 3

POSITION

Facility Maintenance Technician I

Support Services Aide, Parking Control Officer

Facility Maintenance Technician II

	Clerical Specialist, Records Clerk, Laborer, Front Counter Clerk, Help Desk Technician
PT 4	No present position
PT 5	Investigator/Diversion Manager, Code Enforcement Officer
PT 6	Human Resource Coordinator

2. Benefits. Benefits for permanent part-time are as follows:
- (a) Employees will accrue Universal Leave on a prorated basis of 4.6 hours for every eighty hours worked in a pay period.
 - (b) Employees are eligible for holiday pay if they work a major holiday which includes the following: Christmas, Labor Day, Memorial Day, July 4, New Year's Day and Thanksgiving. Holiday Pay is defined as one and one half times the employee's regular hourly rate.
 - (c) Overtime shall be compensated at straight time rates for all hours in paid status, except that all hours in paid status in excess of 40 hours in any work week shall be compensated for a rate of time and one half.
 - (d) The employee shall be responsible for payment of the employee contribution for the State of Ohio Retirement System.
 - (e) Upon termination of employment with the City employees will not receive pay-out for any leave accumulated.
 - (f) If an employee becomes full time with the City, any accumulated Universal Leave will be added to the employee's sick leave balance.
 - (g) Employees shall receive a Parks and Recreation Credit to be applied to a Jack Florance Pool membership, City Golf Course membership or punch-card, or City rentals (shelters or Hilborn Room). The amount of the credit shall be \$60.00. Employees shall abide by the stipulations set forth by the managing organization both in definition and restrictions. This credit amount is fixed, regardless of changes in membership fees that may occur. Employees will also receive a 20% discount on all individual registrations for City recreation programs. Credits may not be used to purchase memberships or to secure rentals beyond the calendar year for which it is issued. Credits will not be re-issued if lost or stolen and must be surrendered at the time of registration/purchase. Credits are non-transferrable.

B. Effective ~~January 1, 2014~~ **December 27, 2017** permanent part-time firefighters shall be paid on an hourly basis in accordance with the following table:

PAY GRADE	POSITION	WAGE
PTFF1	Firefighter/EMT	12.00 13.00 /hour
PTFF2	Firefighter/Paramedic	14.00 15.00 /hour

1. Benefits. Benefits for permanent part-time firefighters are as follows:

- (a) The City will provide \$10,000 of life insurance
- (b) Overtime shall be compensated at straight time rates for all hours in paid status, except that all hours in paid status in excess of 2 12 hours in any 28 day pay cycle shall be compensated for a rate of time and one half.
- (c) The employee will be responsible for payment of the employee contribution to their pension system.
- (d) Employees are eligible for holiday pay if they work a major holiday which includes the following: Christmas, Labor Day, Memorial Day, July 4, New Year's Day and Thanksgiving. Holiday pay is defined as one and one half times the employee's regular hourly rate.
- (e) Permanent part-time firefighters may not exceed 1500 hours worked in a calendar year.
- (g) Employees shall receive a Parks and Recreation Credit to be applied to a Jack Florance Pool membership, City Golf Course membership or punch-card, or City rentals (shelters or Hilborn Room). The amount of the credit shall be \$60.00. Employees shall abide by the stipulations set forth by the managing organization both in definition and restrictions. This credit amount is fixed, regardless of changes in membership fees that may occur. Employees will also receive a 20% discount on all individual registrations for City recreation programs. Credits may not be used to purchase memberships or to secure rentals beyond the calendar year for which it is issued. Credits will not be re-issued if lost or stolen and must be surrendered at the time of registration/purchase. Credits are non-transferrable.

C. Effective ~~December 28, 2016~~ **December 27, 2017** intermittent part-time/seasonal employees shall receive the following wages and benefits:

- 1. Wages. Intermittent part-time/seasonal employees shall be paid on an hourly basis in accordance with the following table:

Pay Grade	Position	Wage/Hour
SL 1	Cashier I	\$8.43
SL 2	Cashier II	\$8.74
SL 3	Cashier III	\$9.26
SL 4	Laborer I, Intern I	\$9.65
SL 5	Laborer II	\$10.72
SL 6	Intern II, Clubhouse Manager, Laborer III	\$11.79
SL 7	Laborer IV	\$12.86
SL 8	Intern III	\$13.93
SL 9	Intern IV, Cemetery Office Manager	\$15.00

For intermittent/seasonal positions not listed above, the wages shall be the entry-level pay rate reflected in the applicable pay plan for the equivalent permanent full-time position or a pay rate established by the City Manager.

2. Benefits. Intermittent /seasonal employees are not eligible for benefits, except the following:
 - (a) The employee shall be responsible for payment of the employee contribution for the State of Ohio Retirement System.

SECTION 2. Existing Ordinance No. 16-108 is hereby repealed.

SECTION 3. This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law including Section 121.22 of the Revised Code.

SECTION 4. EMERGENCY CLAUSE. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City. The emergency clause is required to enact the changes effective on December 27, 2017. Therefore this Ordinance shall be in full force and effect immediately upon its passage.

EMERGENCY CLAUSE: YEAS _____ NAYS _____
ABSTAIN _____

PASSED: _____, 2018 YEAS _____ NAYS _____
ABSTAIN _____

ATTEST: _____
CITY CLERK

MAYOR



FACT SHEET

AGENDA ITEM NO: 13

DATE: 01/08/2018

ORDINANCE NO: 17-79

RESOLUTION NO:

READING: THIRD

PUBLIC HEARING: NO

TO: Mayor and Members of City Council

FROM: R. Thomas Homan, City Manager

VIA: Jackie Walker, Assistant City Manager

TITLE OF PROPOSED ORDINANCE/RESOLUTION:

AN ORDINANCE AMENDING THE MANAGEMENT, PROFESSIONAL, TECHNICAL, CONFIDENTIAL, AND SUPERVISORY EMPLOYEES PAY PLAN, AND DECLARING AN EMERGENCY.

BACKGROUND:

The proposed 2018 budget reflects the addition of one new position within the non-union employee pay plan and an increase in wages by 2% for the non-union employee pay plan. The department head pay plan ranges have also been increased by 2%.

Other notable additions/changes include the addition of a position within the safety forces pay plan and inclusion of tuition reimbursement language for non-union employees.

In addition, the ordinance includes a section authorizing the Finance Director to sign an annual OPERS earned time off conversion document.

REASON WHY LEGISLATION IS NEEDED:

Legislation is necessary in order to process payroll changes.

COMMITTEE RECOMMENDATION:

N/A

FISCAL IMPACT(S):

A 2 percent increase for all non-union positions, as reflected in the proposed 2017 budget.

POLICY CHANGES:

N/A

PRESENTER(S):

Jackie Walker, Assistant City Manager

RECOMMENDATION:

Approval. If legislation is taken to a third reading per Council's readings policy, passage on January 8, 2018 would permit an effective date of December 27, 2017, as January 9, 2018 will be the end of the pay period. An emergency clause will remain necessary.

ATTACHMENT(S)

Amended Pay Plan

ORDINANCE NO. 17-79

AN ORDINANCE AMENDING THE MANAGEMENT, PROFESSIONAL, TECHNICAL, CONFIDENTIAL, AND SUPERVISORY EMPLOYEES PAY PLAN, AND DECLARING AN EMERGENCY.

BE IT ORDAINED by the Council of the City of Delaware, State of Ohio:

SECTION 1. That the attached Management, Professional, Technical, Confidential and Supervisory Pay Plan shall be amended to reflect the noted changes.

SECTION 2. That the Finance Director is hereby authorized to execute and submit the annual OPERS earned time conversion document on behalf of the City.

SECTION 3. This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law including Section 121.22 of the Revised Code.

SECTION 4. EMERGENCY CLAUSE. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City. The emergency clause is required to enact the changes effective on December 27, 2017 which coincides with the new calendar year. Therefore this Ordinance shall be in full force and effect immediately upon its passage.

EMERGENCY CLAUSE:

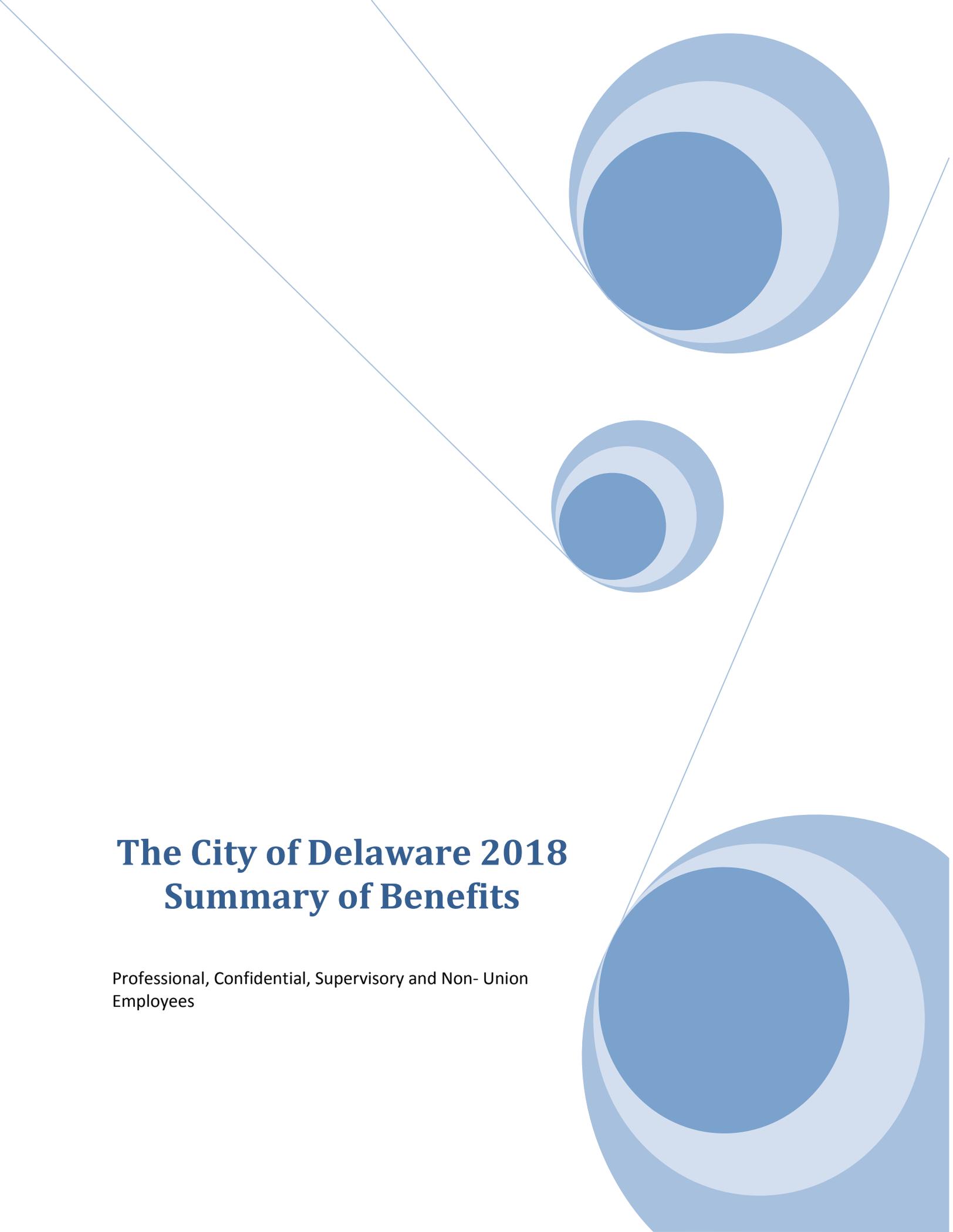
YEAS ___ NAYS ___
ABSTAIN ___

PASSED: _____, 2018

YEAS ___ NAYS ___
ABSTAIN ___

ATTEST: _____
CITY CLERK

MAYOR

The page features a decorative graphic consisting of three overlapping circles in shades of blue, arranged in a diagonal line from the top right towards the bottom right. Two thin, light blue lines intersect at the top left and extend diagonally across the page, framing the circles.

The City of Delaware 2018 Summary of Benefits

Professional, Confidential, Supervisory and Non- Union
Employees

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SECTION I WAGES AND PAY PLAN

A. Non-Union Employee Pay Plan

The following pay schedule is to be effective ~~December 28, 2016~~ **DECEMBER 27, 2017** and the table below reflects a 2% increase for each step. Step increases shall take effect the first full pay period following the employee's anniversary date.

<u>PAY GRADE</u>	<u>POSITION</u>
M1	Administrative Assistant, Police Administrative Aide, Desktop Technician, Clerk of Council
M2	Airport Technician, Watershed Coordinator, Police Assistant
M3	Economic Development Communications Specialist
M4	Cemetery Manager, Financial Specialist I, Arborist
M5	CMMS Analyst GIS/CMMS TECHNICIAN , Administrative Services Specialist, Right-of-Way Inspector, Zoning Technician, CMMS/CSR Technician
M6	Police Technician
M7	Building & Code Enforcement Officer I, Customer Service Liaison, Facility Maintenance Supervisor
M8	Engineering Technician, Airport Operations Supervisor, Division Supervisor, Financial Specialist II, Executive Assistant, Building & Code Enforcement Officer II, Golf Course Superintendent, Project Manager I, Collections Manager, CONSTRUCTION INSPECTOR
M9	Assistant City Attorney/Prosecutor
M10	Development Planner
M11	No Current Position
M12	GIS Coordinator, Project Manager II, Airport Manager, Construction Inspection Manager, IT Project Coordinator, Budget Analyst, Cost Accountant
M13	Vacant
M14	Information Systems & Network Administrator, Human Resource Manager, Assistant Prosecutor, Database Analyst
M15	Project Engineer I, Assistant Water Manager, Assistant Wastewater Manager, Parks Superintendent
M16	No current position
M17	Project and Maintenance Manager, Public Works Superintendent, Accountant, Zoning Administrator, Water Manager, Wastewater Manager, Community Affairs Coordinator, Project Engineer II, Income Tax Administrator
M18	Project Engineer III
M19	Deputy City Engineer
M20	No current position

Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5
M1	18.49	19.21	19.88	20.79	21.61
M2	19.02	20.15	20.57	21.43	22.26
M3	19.97	20.77	21.61	22.48	23.37
M4	20.77	21.60	22.47	23.40	24.31
M5	21.84	22.79	24.15	25.05	25.80
M6	22.73	23.77	25.09	26.04	26.84
M7	23.61	24.74	26.09	27.06	27.92
M8	24.92	25.98	27.02	28.17	29.35
M9	25.94	27.00	28.11	29.29	30.53
M10	26.97	28.09	29.26	30.49	31.77
M11	28.05	29.17	30.47	31.68	32.99
M12	29.21	30.37	31.65	32.94	34.34
M13	30.35	31.58	32.92	34.28	35.73
M14	31.53	32.86	34.24	35.66	37.16
M15	32.78	34.19	35.62	37.09	38.60
M16	34.14	35.54	37.03	38.56	40.14
M17	35.50	36.94	38.56	40.09	41.78
M18	36.88	38.42	40.09	41.73	43.46
M19	38.39	39.98	41.70	43.37	45.17
M20	39.91	41.54	43.37	45.12	46.98

B. Department Head Pay Plan

The following pay schedule for the positions below is to be effective ~~December 28, 2016~~ **DECEMBER 27, 2017**.

		Range
DH III	Dean Stelzer Finance Director	\$102,816.00 to \$143,942.40
	Darren Shulman City Attorney	
	Bruce Pijanowski Police Chief	
	John Donahue Fire Chief	
DH II		\$85,680.00 to \$119,952.00
	Bill Ferrigno Public Works Director/City Engineer	
	David Efland Planning Director	
	IT Director	
	Assistant Fire Chief	
	Brad Stanton Public Utilities Director	
	Jackie Walker Assistant City Manager	
DH I		\$71,400.00 to \$99,960.00
	Jerry Warner Chief Building Official	
	Sean Hughes Economic Development Director	
	Ted Miller Parks & Recreation Director	
	Melissa Schiffel City Prosecutor	

C. Safety Forces Pay Plan

The following pay schedule is to be effective ~~December 28, 2016~~ **DECEMBER 27, 2017**. The table below reflects a 2% increase for each step. Step increases shall take effect the first full pay period following the employee’s anniversary date.

Pay Grade	STEP 1		STEP 2		STEP 3	
	Hourly	Annual	Hourly	Annual	Hourly	Annual
SF1	47.82	\$99,460.61	49.61	\$103,194.62	51.41	\$106,928.64

<u>PAY GRADE</u>	<u>POSITION</u>
SF1	Police Captain

1. Maximum Vacation Accrual

If an employee enters into the Management Pay Plan with more than the maximum accrual of vacation hours allowed, the following will occur: 1.the employee may request a pay out to take the current level below the maximum allowed or 2. the current accrual will be “frozen” as a maximum cap for the calendar year. The last pay of each year will be the next annual cap if the accrual is lower than the previous cap. This will continue to occur until the employee reaches the maximum management accrual rate.

2. Initial Compensatory Time

Prior to entering the Management Pay Plan all compensatory time will be paid out according to the provision in the respective bargaining contract and the employee compensation time will be zero (0).

3. Clothing Maintenance Allowance

The positions of Police Chief and Police Captain shall receive an annual clothing maintenance allowance of three hundred and forty dollars (\$340) in January of each year.

4. Uniforms Allowance

The Management Pay Plan positions in the Police and Fire Departments will receive replacement uniform items when determined by the Chief that replacement is necessary.

Pay Grade	STEP 1		STEP 2		STEP 3	
	Hourly	Annual	Hourly	Annual	Hourly	Annual
SF2	per contract		per contract		per contract	

PAY

GRADE

SF2

POSITION

Fire Captain

1. Wages and associated benefits for the 40-hour/week Management Fire Captain are identical to those provided to equivalent bargaining unit position. Position is considered overtime eligible. Additionally, incumbent will receive 5% out-of-class pay when serving as Acting Chief.

D. Overtime Pay and Compensatory Time: Non-Exempt Employees

For employees who are entitled to overtime pay or compensatory time off under the provisions of the Fair Labor Standard Act they shall be entitled to overtime pay or compensatory time as described below:

1. Employees shall be compensated at straight-time rates for all hours in active pay status, except that all hours in paid status in excess of forty (40) hours in any workweek shall be compensated for at a rate of time and one-half. Payment in cash shall be made for any overtime due at the time of separation from City service.
2. In lieu of cash payment, the employee may request to be compensated for overtime by compensatory time off in accordance with the law. Such compensatory time off shall be equal to one and one-half (1.5) hours for each hour of overtime compensation to which the employee is entitled. All requests for use of compensatory time are subject to approval of the department head. Compensatory time shall be taken at a time mutually agreeable to the supervisor and the employee.
3. Employees can accumulate up to eighty (80) hours of compensatory time. When an employee has eighty (80) hours of accumulated compensatory time, all further overtime will be paid in cash.
4. At no time shall compensatory time be converted to any other form of leave or compensation; except when an employee separates from City service. Upon termination of employment, a non-exempt employee shall be paid for unused compensatory time provided that the time was earned after April

14, 1986 at a rate of compensation not less than:

- a.) The average regular rate (hourly rate) received by such employee during the last 3 years of the employee's employment, or
 - b.) The final regular rate (hourly rate) received by such employee, whichever is higher.
5. Compensatory time shall be submitted on the regular payroll sheet detailing the time earned and taken.

E. Compensatory Time: Exempt Employees

Employees exempt under the Fair Labor Standard Act shall not be entitled to overtime pay but shall be entitled to compensatory time as described below:

1. No existing compensatory time balances will be carried over from an outside position or when the employee transfers into the Management Pay Plan.
2. Compensatory time shall be earned for approved work that exceeds eight (8) hours per day and such employees may receive said compensatory time at the rate of one (1) hour for each hour worked in excess of eight (8) hours per day.
3. The maximum accrual of compensatory time shall be eighty (80) hours.
4. Compensatory time must be used in minimum increments of one (1) hour and maximum increments of twenty four (24) hours per pay period.
5. At no time shall compensatory time be converted to any other form of leave or compensation. Upon termination of employment, an exempt employee is not entitled to payment for unused compensatory time.
6. Compensatory time shall be submitted on the regular payroll sheet detailing the time earned and taken.

SECTION II ACCRUED TIME AND VARIOUS LEAVES

A. Vacation

1. The vacation year for employees shall end at the close of business on the last pay period that ends in the month of December.
2. Each full-time employee shall accrue vacation leave by pay period at the annual rate of work hours based on years of full time total service which is established in the schedules contained in Section 3 of this article. Years of total full time service is defined to be the total of all periods of employment for the City of Delaware. Any period of interruption of service due to resignation, layoff, disciplinary suspension, or discharge for cause, will not be included in the computation of total service. Time not in paid status, excepting military leave, shall also be excluded in computing total service. In computing years of service, the higher rate of accrual will be on the first day of the first pay period in which a year of service is completed.
3. The following vacation accrual schedules are established:

Years of Total Service	Vacation Hrs/Year	Vacation Hrs/Pay
Start through 5 years	80.6	3.1
6 through 10 years	119.6	4.6
11 through 15 years	161.2	6.2
16 plus years	200.2	7.7

4. Any vacation balance in excess of the maximum accrual shall become void as of the close of business on the last day of the last pay period that ends in the month of December.

Years of Total Service	Maximum Accrual of Vacation Hours
Start through 5 years	241.8
6 through 10 years	358.8
11 through 15 years	483.6
16 plus years	600.6

5. Eligibility
 - a. To be eligible for biweekly (pay period) vacation accumulation, an employee must be in paid status for a minimum of 72 hours within that pay period; except that when an employee is

required to report for work and does so report and is denied work because of circumstances beyond their control, absence from work for the balance of that day shall not be construed as unpaid work status.

- b. An employee in full-time status who is to be separated from the City service through discharge, resignation, retirement or layoff, and who has unused vacation leave to their credit, shall be paid in a lump sum for such unused vacation leave in lieu of granting a vacation leave after his last day of active service with the City. Such payment shall be paid at the employee's hourly rate of pay at time of separation.
- c. When a member dies while in paid status in the City service, any unused vacation leave to their credit shall be paid in a lump sum to the surviving spouse, or such other person the employee may have designated in writing.

d. REQUESTS FOR VACATION ARE TO BE SUBMITTED AND APPROVED, IN ADVANCE OF THE INTENDED USE, BY THE EMPLOYEE'S SUPERVISOR OR DEPARTMENT HEAD.

- e. To be eligible to transfer years of service for determination of vacation benefits to the City of Delaware from prior employment inside the State of Ohio:
 - 1) Employees will only be eligible to transfer years of service from a public agency as defined by State law.
 - 2) The amount of years of service that can be transferred is unlimited.
 - 3) Prior employment must be in full-time status.
- f. To be eligible to transfer years of service for determination of vacation benefits to the City of Delaware from prior employment outside the State of Ohio:
 - 1) Employees will only be eligible to transfer years of service from their immediate previous employer.
 - 2) Said previous employer must be a public agency.
 - 3) Employment with the City of Delaware must take place within twelve months of termination from their immediate previous employer.
 - 4) The maximum amount of years of service that can be transferred is five (5) years.
 - 5) Present employees are not eligible.
 - 6) Prior employment must be in full-time status.
- g. An employee may elect to trade three (3) weeks of vacation time, or the equivalent of vacation time earned in one year, whichever is greater, for equivalent pay during the calendar year. Conversion of vacation time may occur in January, June, or December of each year. An employee must inform the Department Head prior to August 1 of the year preceding the calendar year in which he intends to make the trade and must maintain at least forty (40) hour of vacation time in the employee's account after said trade takes place.

B. Sick Leave

- 1. Each City employee shall be entitled to sick leave with pay of four and six-tenths (4.6) hours for each completed eighty (80) hours of service. An employee may use sick leave, upon approval of his or her Department Head, for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other employees, and for illness or injury of

the employee's spouse, dependent children, step-children or parent. It is the option of a supervisor, with cause, to require return to work documentation from the employee.

2. If an employee used 0 hours of sick leave in any one calendar year, that employee shall be credited with an additional three (3) vacation days the following year. If an employee uses between one (1) and eight (8) hours of sick leave in any one calendar year that employee shall be credited with an additional two (2) vacation days the following year. If an employee uses between nine (9) and sixteen (16) hours of sick leave in any one calendar year that member shall be credited with one (1) additional vacation day the following year. **TO BE ELIGIBLE FOR THIS INCENTIVE, AN EMPLOYEE MUST BE ACTIVE FOR THE FIRST PAY PERIOD OF THE CALENDAR YEAR THROUGH THE LAST PAY PERIOD OF THE CALENDAR YEAR.** At the employee's option, any additional vacation days earned can be converted to pay in the months of January, June, or December of the year the additional vacation is earned.
3. To be eligible to transfer sick leave to the City of Delaware from prior employment inside the State of Ohio:
 - a. Employees will only be eligible to transfer sick leave from a public agency as defined by the State of Ohio.
 - b. Employment with the City of Delaware must take place within ten (10) years of termination from their previous employer.
 - c. The maximum amount of sick leave hours that can be transferred is unlimited as long as it is accrued at a rate of no greater than 15 days per year.
4. To be eligible to transfer sick leave to the City of Delaware from prior employment outside the State of Ohio:
 - a. Employees will only be eligible to transfer sick leave from their immediate previous employer.
 - b. Said previous employer must be a public agency.
 - c. Employment with the City of Delaware must take place within twelve (12) months of termination from their immediate previous employer
 - d. The maximum amount of sick leave hours that can be transferred is six hundred (600).
 - e. Any sick leave time so transferred shall have been accumulated at the rate of one and one-fourth days per month of employment.
 - f. Present employees are not eligible.
5. Any City employee who has accumulated at least 100 days of sick leave credit may convert any excess thereof up to fifteen (15) days per year of sick leave to vacation leave on the basis two (2) sick leave days for one (1) day vacation leave. Such annual conversion, if made, shall occur in December for the year of conversion.

6. Any employee separated from City service for other than just cause shall be paid for all accumulated and unused sick leave on the basis of one (1) hour of pay for every two (2) hours of unused sick leave. Total sick leave pay out cannot exceed sixteen (16) weeks pay.
7. For Employees Hired After November 1, 2013

Each member hired by the City of Delaware after November 1, 2013 may transfer accrued sick leave hours from previous employment with any public agency but such sick leave hours will not be eligible for conversion or payment upon separation pursuant to section 5. In addition, sick leave usage by members who transfer in sick leave hours will first be charged to sick leave hours accumulated while employed by the City of Delaware. Members will only be eligible to utilize hours transferred in from prior public employment when they have no balance of sick leave available from sick leave accrued while employed by the City of Delaware.

C. Holiday and Personal Days

1. The following are designated as paid holidays for covered employees:

New Year's Day, January 1	Little Brown Jug Day, ½ day ¹
Martin Luther King Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Independence Day, July 4	Day before Christmas, ½ day
Labor Day	Christmas Day, December 25

2. If one of the holidays set forth above occurs while an employee is on vacation leave, such day shall not be charged against his/her vacation leave.
3. In the event that the Federal Government designates a specific day for any of the aforesaid holidays, then such holiday shall be observed by the City in accordance with such federal designation. When any such holiday falls on a Saturday it shall be observed on the Friday immediately preceding, and when any such holiday falls on a Sunday, it shall be observed on the Monday immediately following, provided that the employee works their last regularly scheduled work day preceding and following the holiday.
4. For each of the holidays specified in Section 1 of this article on which a FLSA non-exempt employee works, they shall be entitled to holiday compensation equal to double the employee's regular rate of pay, except that the employee shall be entitled to holiday compensation at two and one-half times the employee's regular rate of pay if they work on any of the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day. Only eight (8) hours per day will be used when computing the holiday rate. Compensation for holidays may be in the form of cash or compensatory time off.

5. Employees shall be credited with 32 hours of personal leave a year, **EXCEPT FOR NEW HIRES WHO SHALL RECEIVE A PRORATED AMOUNT BASED ON HIRE DATE. USE OF HOLIDAY COMPENSATORY TIME OR PERSONAL DAYS SHALL BE AT THE**

¹ In the event that an office remains open on a designated paid holiday all affected staff may take the corresponding time off for that holiday on another date, upon prior approval of their supervisor and/or department director.

EMPLOYEE'S DISCRETION WITH THE APPROVAL OF THE EMPLOYEE'S SUPERVISOR OR DEPARTMENT HEAD.

6. All employees will be permitted to accumulate three (3) years' worth of holiday compensatory time and personal leave. Once an employee accumulates the maximum allowable number of personal leave/holiday compensatory time then future personal leave/holiday compensatory time will be compensated for in cash, at the time they are earned. An employee may elect to cash in up to one year's worth of personal leave each year (32 hours) in the months of January, June, or December each year. An employee must inform his or her Department Head prior to August 1 of the year preceding the calendar year in which they intend to make the trade.

D. Funeral Leave

Each covered employee shall be entitled to funeral leave with pay according to the following schedule:

Leave for Death of:	Days/Hours of Leave	
	Local Funeral	Other Funeral
Immediate Family Member	1 - 3 Days	1 - 5 Days
Other Relative	May Use Up To One Scheduled Work Day of Accrued Leave	May Use Between 1-3 Scheduled Work Days of Accrued Leave

- One work day/shift is automatic for the day of the funeral, but additional time up to the maximum shall be given only with approval of the Department Head.
 - All leave time with approval of the Department Head.
1. For the purposes of this section, "Immediate Family Member" means spouse, child, brother, sister, parents, step-child, step-brother, step-sister and step-parents, grandparents, grandchildren, sister-in-law, brother-in-law and parents-in-law.
 2. For the purposes of the article, "Local Funeral" means a funeral in the City of Delaware, or within fifty (50) miles thereof.

E. Special Leave

In addition to other leaves authorized herein, the City Manager may authorize a special leave of absence, with or without pay, for purposes beneficial to the employee and/ **or** the City.

For exempt employees who are absent, if the absence cannot be covered or paid through appropriate leave time, said employees shall be subject to a reduction in pay, unless the absence is less than one workday.

F. Jury Duty Leave

An employee, while serving on a jury in any court of record in Delaware County, or any adjoining county, will be paid his regular salary for each of his workdays during the period of time so served. Time so served shall be deemed active and continuous service for all purposes. All jury fees received from the court of record shall be assigned to the City of Delaware.

When an employee has been released from Jury Duty they shall report back to work if more than two (2) hours are left in the workday

G. Court Leave

Time off with pay shall be allowed employees who are subpoenaed to attend any court of record in Delaware County, Delaware, Ohio, or any adjoining county, as a witness in civil matters, as they pertain to City matters. All witness fees shall be assigned to the City of Delaware.

H. Injury Leave

All regular full-time City employees shall be entitled to injury leave with pay, less any Worker's Compensation weekly salary benefits which he/she may be awarded by the Ohio Industrial Commission (OIC), for a period not to exceed 30 consecutive working days for employees working a 40-hour workweek for each injury incurred in the performance of employment duties with the City, provided that the following procedures are followed:

1. In all cases of personal injury to any regular full-time City employee as a result of the performance of employment duties, the employee shall complete an accident/injury investigation form and in conjunction with his/her Department Head shall report such injury to the Department of Administrative Services immediately and ensure that a claim is filed with the BWC.
2. In the event that time off from work is required by the injured employee, they will be granted injury leave from the first day of injury, if the proper documentation is submitted to the City of Delaware. This documentation will include, but not be limited to, a statement from the employee's physician, an Agreement covering Compensation Reimbursement, any necessary BWC forms and other documents as may be required by the City. In the event that the BWC determines that the injury is NOT employment related, any time the employee is, or has been, absent from work shall be deducted first from any accrued sick leave, then accrued vacation, or accrued compensatory time off, other than compensatory time for overtime worked.
3. During the period of time an injured employee is being paid under this policy, all normal benefits given to regular full-time City employees shall remain in force with no deductions to earned sick leave and/or vacation time.
4. In all cases where more than 30 consecutive working days are needed for injury leave for employees working a 40-hour workweek, the City Manager may extend such leave, if such necessity is determined to his/her satisfaction. Each employee requesting such an extension under this policy may be required to furnish a current affidavit from a licensed physician setting forth the need for the extension.

SECTION III - INSURANCE

A. Hospitalization, Surgical and Major Medical

The City will continue to provide comprehensive hospitalization, surgical and major medical coverage for all full-time members and their dependents. Beginning January 1, 1999, or at some date thereafter, the City may implement a Preferred Provider Organization (PPO). The Plan if implemented will provide for the following deductibles and co-payments as follows:

		NETWORKS PROVIDERS	NON-NETWORK PROVIDERS
Annual Deductible	Single Family	None None	\$ 500.00 \$1000.00
Office Visit Co-pay		\$10.00	N/A
ER Visit Co-Pay		\$50.00 unless admitted into the hospital, otherwise co-insurance will apply in excess of the deductible	N/A
Co-insurance	Single Family	90/10% of first \$1,000 80/20% of next \$3,000 90/10% of first \$2,000 80/20% of next \$5,000	50/50% of first \$5,000 50/50% of first \$10,000

- Contributions will be deducted from the member's gross income prior to taxes, subject to compliance with all applicable tax regulations.
- Effective January 1, 2013 employees will contribute to the cost of the health benefit plan in an amount equal to 15% of the established monthly COBRA rate utilized by the City. Annual changes to the calculated COBRA rate will be applied to the monthly employee contributions on the first full pay-period in April of each year. Contributions will be deducted from all members in a paid status based on twelve (12) months times the monthly rate, divided by the number of pay periods per year. *An example would be \$56.95/mo. x 12 = \$683.40, \$683.40/26 pay periods = \$26.28 per pay period.* In the event federal tax regulations are changed so that medical benefit plans are no longer tax exempt, the City will not be responsible to pick up the member's tax burden.

The City will permit employees who have alternate health plan options through a spouse to opt out of the City plan in return for a payment of \$100.00 per month. Families who have both spouses employed full time by the City of Delaware will not be eligible to opt out of the plan. One spouse will carry the cost of the plan minus the opt out payment. The employee will provide proof that they do in fact have other coverage before the City will drop that employee's current coverage.

The City will continue to provide dental coverage if it is not provided under the employee's spouse's insurance. A member may elect to return to coverage under the City's insurance plan by notifying the City in writing of any substantial changes in their qualifying family circumstances. The member must give thirty (30) days notice of his or her election to return to the City's plan, except in the case of an emergency, such as sudden loss of spouse's coverage, divorce or other change in family status. The plan will comply with Internal Revenue Code Section 125 which governs this matter.

3. Employees who opt out of the health insurance program will be compensated as follows:

No Coverage	\$100 per month
Maintain Prescription Only	\$ 60 per month
Maintain Dental Only	\$ 65 per month
Maintain Prescription and Dental	\$ 55 per month

* An employee may not elect to have medical coverage only.

4. Payments will begin on the first pay period of the month following 30 days notice of an employee's desire to drop coverage. A form will be provided which will contain all information necessary to discontinue coverage under the plan. The form must be signed and returned to the Department of Administrative Services. Until such time that an employee is effectively dropped from City coverage, they will be subject to any payroll contributions.
5. All payments made in lieu of insurance coverage will be included as other pay on employee's paycheck. This income will not be included in income subject to OPERS contributions but will be subject to all applicable taxes.

B. Prescription Plan

The City will provide a prescription card plan for members and their dependents.

The retail benefits will be the following with the City paying the higher amount and the employee paying the lesser amount of prescription coinsurance:

- 80/20% for generic drugs
- 50/50% name brand drugs with a \$25 co-pay for each disbursement

The mail order benefits will be the following:

- 90/10% for generic drugs and
- 75/25% for name brand drugs with no \$25 co-pay.

The maximum expense an employee will pay for coinsurance is \$250 annually for single coverage and \$500 for family annually for prescription benefits, however, the \$25 co-pay for retail name brand drugs will not count towards the calculation of the \$250 or the \$500 coinsurance maximum and will always apply even after an employee reaches the coinsurance maximum expenditure.

C. Dental Care Plan

The City will maintain the current dental coverage for all members. Please refer to the Plan Document for specific covered services

D. Life Insurance

The City will provide the following amount of life insurance:

Department Heads = \$50,000

Assistant Fire and Police Chiefs = \$50,000

Pay Grades M11 through M20 = \$40,000

Police Captain and Fire Captain = \$40,000

Pay Grades M 1 through M10 = \$30,000

E. Vision Plan

The City will provide a vision plan for members and their dependents covered by this Summary of Benefits. The City will contribute \$6.00 per month on behalf of the employee. The employee will be responsible for the balance of the monthly cost of the coverage selected.

SECTION IV OTHER COMPENSATION

A. Longevity Compensation

Employees shall receive, in addition to other pay called for herein, Longevity Compensation based on completed years of service according to the following table:

After five (5) years of continuous service	\$550.00 / year
After ten (10) years of continuous service	\$750.00 / year
After fifteen (15) years of continuous service	\$950.00 / year
After twenty (20) years of continuous service	\$1150.00 / year

1. Longevity compensation shall be paid, in accordance with the above schedule, in two (2) separate lump sum payments during the first pay periods in June and December of each year.
2. Upon termination of service for any reason, employees who are eligible for longevity pay under this section (or in the event of death, the surviving spouse or estate) will be paid, as part of their terminal pay, the final partial year of longevity compensation, prorated to the number of months completed during said partial year since the employee's last payment date.
3. For the purpose of this section, continuous years of service shall include approved military leave.

B. Automobile Expense Reimbursement

Employees shall receive reimbursement for business use of their personal vehicle. Reimbursement will be in accordance with Internal Revenue Service (IRS) regulations for not-taxable reimbursements and shall be at the IRS per mile reimbursement rate in effect when the business use miles were incurred. Department Heads as department heads employed by the City prior to January 1, 1999 who had received a monthly automobile allowance will only be reimbursed for business use of their personal vehicle for travel outside the City limits.

C. Non-Uniformed Clothing Allowance

All employees covered under this pay plan in Pay Grades M1 through M9 who are not provided with a uniform shall receive an annual clothing allowance of \$150.00. Such allowance shall be utilized to purchase necessary work related items of clothing such as, but not limited to: steel toed boots, coats, rain gear, rubber boots, gloves etc. All purchases of clothing shall be the responsibility of the employee. Upon hire the clothing allowance will be prorated based on the full months of service for that year.

D. Call In Pay

Both exempt and nonexempt employees shall be eligible for "on call" compensation for weekly periods when assigned the responsibility of directing Parks, Public Works, or Utility personnel in response to service requests during non-scheduled work periods. Employees assigned to this "on call" status shall serve in this posture for weekly time periods as authorized by the respective Department Head. Said employees shall be responsible for responding to after hour service requests. Employees assigned to an "on call" status shall be compensated at a weekly rate of between \$25.00 and \$50.00 as determined by the City Manager. On call compensation shall be paid in addition to regular and overtime wages earned during the pay period. On call assignments will be posted in June and December of each year for the following six-month period. Changes to the schedule must be made in advance with approval of the Department Head.

E. TUITION REIMBURSEMENT

ALL FULL-TIME EMPLOYEES WITH ONE OR MORE YEARS OF CONTINUOUS ACTIVE SERVICE SHALL BE ELIGIBLE FOR A REIMBURSEMENT OF INSTRUCTIONAL FEES FOR UNDERGRADUATE OR GRADUATE COURSES TOWARDS A DEGREE OR CERTIFICATION, PRE-APPROVED BY THE CITY AND VOLUNTARILY UNDERTAKEN BY THE EMPLOYEE. THE TUITION REIMBURSEMENT PROGRAM SHALL BE SUBJECT TO THE FOLLOWING CONDITIONS:

- 1. ALL COURSES MUST BE TAKEN DURING OTHER THAN SCHEDULED WORKING HOURS. ANY SITUATION WHICH, IN THE DISCRETION OF THE DEPARTMENT HEAD, WOULD REQUIRE AN EMPLOYEE'S PRESENCE ON THE JOB SHALL TAKE COMPLETE AND FINAL PRECEDENCE OVER ANY TIME SCHEDULED FOR COURSES. ALL COURSES ARE SUBJECT TO APPROVAL BY THE DEPARTMENT HEAD AND/OR CITY MANAGER. THERE MUST BE A DIRECT CORRELATION BETWEEN THE EMPLOYEE'S DUTIES AND RESPONSIBILITIES AND THE COURSES TAKEN OR THE DEGREE PROGRAM PURSUED. THE CITY MANAGER, OR HIS DESIGNEE, HAS THE SOLE AND FINAL DISCRETION TO APPROVE OR DISAPPROVE TUITION REIMBURSEMENT REQUESTS.**
- 2. ANY FINANCIAL ASSISTANCE FROM ANY GOVERNMENT OR PRIVATE AGENCY AVAILABLE TO THE EMPLOYEE, WHETHER APPLIED FOR AND REGARDLESS OF WHEN SUCH ASSISTANCE MAY HAVE BEEN RECEIVED, SHALL BE DEDUCTED IN THE ENTIRE AMOUNT FROM THE TUITION REIMBURSEMENT THE EMPLOYEE IS ELIGIBLE FOR UNDER THIS SECTION. IF AN EMPLOYEE'S TUITION IS FULLY COVERED BY ANOTHER GOVERNMENTAL OR PRIVATE AGENCY, THEN THE EMPLOYEE IS NOT ENTITLED TO ANY PAYMENT FROM THE CITY.**
- 3. EMPLOYEES SEEKING AUTHORIZATION OF A TUITION REIMBURSEMENT MUST FIRST SUBMIT TO THE DEPARTMENT HEAD FOR REVIEW, PRIOR TO SEPTEMBER 30 OF THE YEAR PRECEDING WHEN THE CLASSES ARE TO BE TAKEN, ALL NECESSARY INFORMATION PERTAINING TO THE PROPOSED COURSE DEGREE TO BE PURSUED, THE EDUCATIONAL INSTITUTION AND THE EMPLOYEE'S BEST ESTIMATE OF COURSE COSTS, DATES AND TIMES. PRE-APPROVAL IS SUBJECT TO AVAILABLE APPROPRIATIONS.**
- 4. COURSES MUST BE TAKEN AT ACCREDITED COLLEGES, UNIVERSITIES, TECHNICAL AND BUSINESS INSTITUTES OR AT THEIR ESTABLISHED EXTENSION CENTERS, AND THESE MUST BE FIRST APPROVED BY THE CITY. SEMINARS, CONFERENCES AND WORKSHOPS ARE NOT INCLUDED.**
- 5. REIMBURSEMENT FOR TUITION WILL BE MADE WHEN THE**

EMPLOYEE SATISFACTORILY COMPLETES (ATTAINS AT LEAST A GRADE OF "C" OR ITS EQUIVALENT FOR UNDERGRADUATE WORK AND A GRADE OF AT LEAST "B" OR ITS EQUIVALENT FOR GRADUATE WORK) A COURSE AND PRESENTS AN OFFICIAL CERTIFICATE OR ITS EQUIVALENT AND A RECEIPT OF PAYMENT OR A COPY OF THE UNPAID BILL FROM THE INSTITUTION CONFIRMING COMPLETION OF THE APPROVED COURSE.

6. NO REIMBURSEMENT WILL BE GRANTED FOR BOOKS, PAPER, SUPPLIES OF WHATEVER NATURE, TRANSPORTATION, MEALS, OR ANY OTHER EXPENSE CONNECTED WITH ANY COURSE, EXCEPT THE COST OF TUITION FEES OUTLINED ABOVE.

7. ANY EMPLOYEE PARTICIPATING IN THE TUITION REIMBURSEMENT PROGRAM WHO RESIGNS (EXCEPT RESIGNATION DUE TO DISABILITY), RETIRES (EXCEPT RETIREMENT DUE TO DISABILITY), OR IS DISCHARGED FOR CAUSE MUST REPAY THE TUITION REIMBURSEMENT PAID BY THE CITY FOR COURSES TAKEN LESS THAN TWO YEARS PRIOR TO THE DATE OF TERMINATION OR DISCHARGE. IF NECESSARY, THIS AMOUNT WILL BE DEDUCTED FROM THE EMPLOYEE'S TERMINAL LEAVE PAY OR FINAL PAYCHECK.

SECTION V MISCELLANEOUS

A. Personnel Files

The official personnel files of all employees shall be maintained in the Department of Administrative Services (DAS). All employee personnel records shall include but not limited to, applications, performance evaluations, promotions, acts of reward and recognition, disciplinary actions and any other pertinent information pertaining to the job performance of the individual employee. Copies therein shall be available to the employee.

DAS shall be responsible for the care and maintenance of all personnel files and records. Department heads shall be responsible for promptly forwarding all pertinent personnel information and documentation to DAS. Employees may, during normal office hours, review their official personnel files.

B. Parks and Recreation Credit

The City shall provide each employee with a credit to be applied to a Jack Florance Pool membership, City Golf Course membership or punch-card, or City rentals (shelters or Hilborn Room). The amount of the credit shall be \$60.00. Employees shall abide by the stipulations set forth by the managing organization both in definition and restrictions. This credit amount is fixed, regardless of changes in membership fees that may occur. In addition, the City will provide to each member a 20% discount on all individual registrations for City recreation programs.

Credits may not be used to purchase memberships or to secure rentals beyond the calendar year for which it is issued. Credits will not be re-issued if lost or stolen and must be surrendered at the time of registration/ purchase. Credits are non-transferrable.



FACT SHEET

AGENDA ITEM NO: 14

DATE: 01/08/2018

ORDINANCE NO: 17-80

RESOLUTION NO:

READING: THIRD

PUBLIC HEARING: NO

TO: Mayor and Members of City Council

FROM: R. Thomas Homan, City Manager

VIA: Mayor Carolyn Kay Riggle

TITLE OF PROPOSED ORDINANCE/RESOLUTION:

AN ORDINANCE AMENDING THE EMPLOYMENT AGREEMENT WITH THE CITY MANAGER, AND DECLARING AN EMERGENCY.

BACKGROUND:

One change included in the last update to the City Manager's contract (adopted with ordinance 17-62) was to shift the effective date for compensation to coincide with the effective date of the Management Pay Plan. A clause in the 2017 contract allows the City Manager to convert the current car allowance into salary in a cost neutral manner. Instead of a cost of living increase, the 2018 City Manager salary reflects the conversion without a cost neutral adjustment. This approach results in a smaller overall increase in salary.

REASON WHY LEGISLATION IS NEEDED:

And ordinance is required to change the City Manager's compensation.

COMMITTEE RECOMMENDATION:

N/A

FISCAL IMPACT(S):

Conversion of the Automobile Allowance included in the 2018 Budget.

POLICY CHANGES:

N/A

PRESENTER(S):

Mayor Carolyn Kay Riggle

RECOMMENDATION:

Approval. If legislation is taken to a third reading per Council's readings policy, passage on January 8, 2018 would permit an effective date of December 27, 2017, as January 9, 2018 will be the end of the pay period. An emergency clause will remain necessary.

ATTACHMENT(S)

Draft agreement

ORDINANCE NO. 17-80

AN ORDINANCE AMENDING THE EMPLOYMENT AGREEMENT WITH THE CITY MANAGER, AND DECLARING AN EMERGENCY.

WHEREAS, the employment agreement with the City Manager provides that the compensation of the City Manager shall be reviewed annually; and

WHEREAS, the effective date of changes to compensation was adjusted to coincide with the effective date of changes to the Management Pay Plan in the contract authorized by Ordinance 17-62; and

WHEREAS, the Council has reviewed the salary and benefits of the City Manager and has made the necessary changes to the employment agreement (attached).

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Delaware, State of Ohio:

SECTION 1. An employment agreement reflecting the agreed upon changes is authorized to be executed by the City Manager and the Mayor, representing City Council.

SECTION 2. This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law including Section 121.22 of the Revised Code.

SECTION 3. Emergency Clause: This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City. The emergency clause is required to enact the changes effective on December 27, 2017 which coincides with the new calendar year. Therefore this Ordinance shall be in full force and effect immediately upon its passage.

VOTE ON EMERGENCY CLAUSE:

YEAS___NAYS___
ABSTAIN ___

PASSED: _____, 2018

YEAS___NAYS___
ABSTAIN ___

ATTEST: _____
CITY CLERK

MAYOR

EMPLOYMENT AGREEMENT

The Council of the City of Delaware, Ohio, hereinafter referred to as "City" or "City Council" has offered the position of City Manager to R. Thomas Homan, and Mr. Homan, hereinafter referred to as "Manager" or "Mr. Homan" has accepted the offer of employment under the following terms agreeable to both parties.

1. Beginning with the date of employment, the City will compensated Mr. Homan as City Manager of Delaware and Mr. Homan will execute all the duties and responsibilities of City Manager set forth in the Delaware City Charter, Code of Ordinances and requirements of the City Council.
2. The Manager's salary will be at the hourly rate of ~~\$68,2071.66~~ effective ~~February 2~~December 27, 2017. This represents ~~an increase of approximately 3% over the 2016 salary~~the conversion of the 2017 car allowance and no additional increase to reflect that converting the car allowance to salary is not cost neutral.
3. The Council and Mr. Homan will establish annual performance goals and objectives. Any pay increases during Mr. Homan's tenure with the City will be based upon performance evaluations. Evaluations are anticipated every six months following Mr. Homan's date of employment. One six-month evaluation may be primarily for discussion of the City Manager's past performance and performance planning, while the alternate evaluation may be concerned primarily with matters of compensation for the City Manager. The method of evaluation will be formulated by the Council and Mr. Homan and conducted by the Council.
4. Mr. Homan will serve as City Manager at the will of the City Council and nothing herein will be taken to suggest or imply guaranteed tenure.
5. In the event the City terminates the services of Mr. Homan or requests his resignation at any time without cause, the City will pay to Mr. Homan a lump sum severance payment equal to ninety (90) days base salary and benefits, payable not later than the next regular pay date. No such lump sum severance payment will be paid upon a termination for cause. All accrued vacation, holiday, compensatory time, one-half the value of sick leave, other accrued benefits, retirement and group health insurance benefits will be paid to Mr. Homan at the same time, calculated at the rate of pay or benefit in effect upon notice of termination. The Manager will provide the City not less than 30 days written notice of his intent to resign his position wholly voluntarily, whereupon the Manager understands that he will not receive the lump sum severance payment equal to ninety (90) days base salary and benefits described above. All accrued vacation, holiday, compensatory time, one-half the value of sick leave, other accrued benefits, retirement and group health insurance

benefits will be paid to the date of termination and calculated at the rate of pay or benefit in effect upon notice of termination.

6. The Manager will remain a resident of the City during employment.

~~7. The City manager's automobile allowance paid for use of the Manager's personal vehicle for City business was converted into salary in 2018. The City will pay to the Manager an automobile allowance of \$600.00 per month for the use of the Manager's personal vehicle for City business, without requiring mileage records or expense receipts. In the event the City Manager uses a city vehicle for travel, the automobile allowance for the following month will be prorated based on the number of days a city vehicle is used. It is the City Manager's responsibility to track this information. The allowance will be paid on the same schedule as payroll for other City employees. The City manager is expected to use his own vehicle for transportation as the prior car allowance was converted into salary. While the use of the city manager's vehicle is included as part of salary, Mileage may be reimbursed to the Manager for travel on behalf of the City beyond a 100-mile radius of Delaware. The City manager may elect to convert the automobile allowance into the base pay in a cost neutral manner.~~

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~~7.~~
8. The City will pay the expense of a mobile telephone for the Manager.

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9. The City will provide the Manager paid coverage for health, dental and prescription benefits in terms and amounts provided other employees of the City generally, effective upon the first day of the month following his date of employment.

10. The City will provide the Manager paid annual vacation earned at the rate of 25 working days per year. Any use of vacation leave credits by the Manager will be following written notice to the Council. The City will pay for all accrued and unused vacation days to Mr. Homan upon separation from the City employment, for any reason, at his then current rate of pay.

11. The Manager will be permitted to engage in occasional teaching, writing, speaking or consulting performed on his time off, even if outside compensation is provided for such services, provided that, in no case, is any activity permitted which would present a conflict of interest with the City of Delaware. In the event that over-night travel is required for such non-City business, the City Council will be notified in advance.

12. The City will provide Mr. Homan four (4) personal days per anniversary year for personal business, credited at the beginning of each subsequent year. Upon termination from the City for any reason, accrued personal days will not be compensated.

13. The City will provide Mr. Homan paid sick leave in the amounts earned at a rate of 4.6 hours for each completed 80 hours of service. The City

will pay for one-half the value of unused sick leave to Mr. Homan upon

separation from the City employment for any reason, at his then current rate of pay.

14. The City will provide fully paid coverage for Mr. Homan of workers compensation and unemployment compensation insurance from his first date of employment.
15. The City will afford Mr. Homan paid funeral leave in the amounts provided for all other City employees generally, upon his attendance at the funeral or memorial observance of any member of his family in the first degree of sanguinity, and of his spouse and parents-in-law.
16. The City will provide Mr. Homan group life insurance from his date of employment in the amount of \$125,000 with double indemnity for accidental death or dismemberment.
17. The City will pay Mr. Homan the monthly amount of \$131.67 toward the premium expense for long term disability insurance.
18. The City will provide Mr. Homan paid holiday leave on the same annual schedule as that provided for other City employees generally.
19. The City will pay the expense of Mr. Homan's membership in ICMA and OCMA and for his attendance at national and state conferences, within an amount budgeted each year.
20. The City will anticipate a recommendation from Mr. Homan for inclusion in each annual budget amounts to be used at Mr. Homan's discretion for:
 - a. Educational courses, conferences and workshops directly related to Mr. Homan's work as City Manager, including expenses directly related to his attendance at such educational programs.
 - b. Membership dues and subscriptions for Mr. Homan's involvement in professional organizations that are directly in the interest of the City and Mr. Homan's performance on behalf of the City.
 - c. Routine business expenses of the City Manager directly related to his performance of official duties. The City Manager's membership in Rotary requires him to purchase lunches at meetings, and his salary has been increased (already reflected in wages) to reflect that expense.
21. Effective December 21, 2011, the City increased Mr. Homan's base salary by 7.3% to reflect the fact that the City no longer pays the City Manager's share of the PERS premium.

22. ~~On the pay period that includes February 2, 2017, The City manager is entitled to the City will contribute the sum of 5.5% of the base hourly salary rate of pay included in Section 2 earned from February 2, 2016 to February 2, 2017, the City will contribute the sum of 5.5% of Mr. Homan's base salary earned during the prior year (February 2, 2016 to February 2, 2017) to be contributed to the ICMA-RC investment program. In the event the City Manager separates from service before the year is complete, this contribution will be prorated to reflect the period of employment of the City Manager and made upon separation.~~
23. The City will indemnify and hold harmless Mr. Homan from liability for any claims, demands or judgments arising out of an act or omission occurring in the lawful performance of his duties as City Manager. The City will pay the cost of any fidelity or other bonds required of Mr. Homan by the City Charter, City Ordinances or Ohio statues.
24. All other provisions of City ordinances, regulations or rules relating to personnel matters of non-union employees of the City and terms of the Management Pay Plan, not contrary to the terms listed in this memorandum or to the City Charter, will also apply to Mr. Homan during his employment as City Manager.
25. Mr. Homan's initial date of employment is February 2, 1999. Starting with 2018, the effective date for Mr. Homan's compensation will coincide with the effective date of the Management Pay Plan.
26. Any portion of this memorandum in conflict with the City Charter or any State, or Federal law, will be considered null and void. The remaining provisions of this agreement will remain in full force and effect. The law of the State of Ohio will govern the interpretation of this agreement.
27. The City and Mr. Homan agree that this Agreement accurately reflects the terms of employment for the City Manager position offered by the City and accepted by Mr. Homan.
28. Unless otherwise stated, the terms of this Agreement shall be retroactive to February 2, 2017.

The parties have evidenced their agreement by affixing their signatures below this _____ day of ____, 2017.

Council of the City of Delaware, Ohio

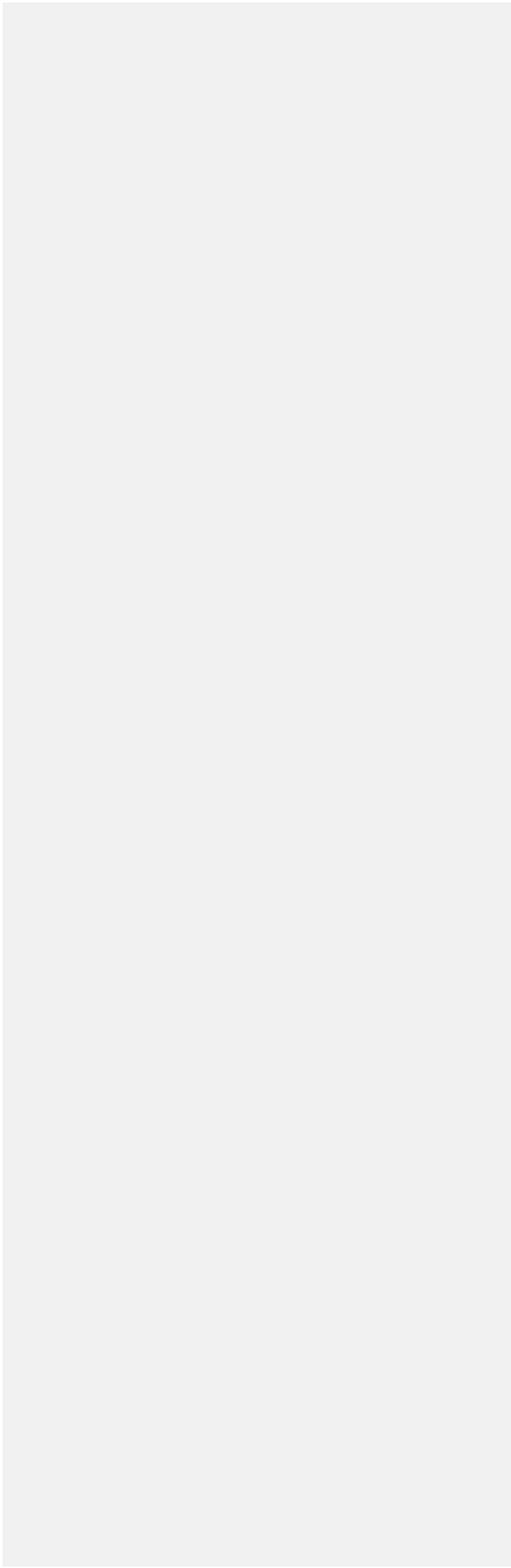
City Manager

Carolyn Kay Riggle, Mayor

R. Thomas Homan

Approved as to form:

Darren Shulman
City Attorney





FACT SHEET

AGENDA ITEM NO: 15

DATE: 01/08/2018

ORDINANCE NO:

RESOLUTION NO: 18-05

READING: FIRST

PUBLIC HEARING: NO

TO: Mayor and Members of City Council

FROM: R. Thomas Homan, City Manager

VIA: David Efland, Director of Planning & Community Development

TITLE OF PROPOSED ORDINANCE/RESOLUTION:

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN ECONOMIC DEVELOPMENT REVOLVING LOAN FUND ADMINISTRATION AGREEMENT WITH THE STATE OF OHIO DEVELOPMENT SERVICES AGENCY FOR THE PERIOD BEGINNING JANUARY 1, 2018 AND ENDING DECEMBER 31, 2020.

BACKGROUND:

The City of Delaware is required by the State of Ohio to enter into this Economic Development Revolving Loan Fund Administration Agreement with the Ohio Development Services Agency (ODSA) in order to continue to locally administer the City of Delaware's Revolving Loan Fund (RLF). The RLF is a financing mechanism from which loans are available for gap-financing for community, local, expanding, or start-up businesses. Incentives such as a fixed rate, low interest, and/or long-term financing enable businesses to locate or expand within the City limits. The loan is made to a business and as repayments are made, funds become available for new loans to additional businesses. The RLF originated from repayments of Economic Development Community Development Block Grants (CDBG), which must follow the rules and regulations established by the federal United States Department of Housing and Urban Development (HUD) and the ODSA. The goal of the CDBG Revolving Loan Fund is to create and retain permanent, private-sector job opportunities. The loan applicant must actively recruit and make every effort to hire qualified low-and-moderate income individuals for at least 51% of jobs

created. As of November 30, 2017, the cash balance of the RLF is \$455,000. This new administration agreement simply extends the existing Agreement already in place for another three years (2018-2020); the existing Agreement expired at the end of 2017. There are no changes in the terms and conditions of the agreement. Due to staffing issues at ODSA, the new Agreements were just issued by the State on December 8, 2017, and thus the State is requesting communities to return the signed Agreement to their offices as soon as possible and by January 12, 2018.

The City allocates the RLF funds, as a result of expenditure requirements by the State of Ohio, on revolving loans to businesses, as well as a wide variety of federal CDBG-eligible projects in an effort to spend down local reserves. Again, the State of Ohio has required the spending of local reserves in lieu of cutting the City's other grant allocations, such as CDBG. Council has authorized the following activities for 2018:

Revolving Loans \$4,000

Downtown Façade Improvement Program \$75,000

Administration \$20,000

Blighted Property Clearance \$25,000

Staff recommends and requests Council approval of this Resolution at the first reading as the State is requiring the Agreement's execution in as fast a timeframe as possible to allow the projects and programs to continue.

REASON WHY LEGISLATION IS NEEDED:

The State of Ohio requires adoption of an Resolution authorizing the execution of this Agreement. The State is requiring all communities administering an ED RLF to execute the agreement and return it to the State by January 12, 2018.

COMMITTEE RECOMMENDATION:

N/A

FISCAL IMPACT(S):

N/A

POLICY CHANGES:

N/A

PRESENTER(S):

David Efland, Director of Planning & Community Development

RECOMMENDATION:

Approval

ATTACHMENT(S)

2018-2020 Economic Development Revolving Loan Fund Administration Agreement

RESOLUTION NO. 18-05

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN ECONOMIC DEVELOPMENT REVOLVING LOAN FUND ADMINISTRATION AGREEMENT WITH THE STATE OF OHIO DEVELOPMENT SERVICES AGENCY FOR THE PERIOD BEGINNING JANUARY 1, 2018 AND ENDING DECEMBER 31, 2020.

WHEREAS, the City of Delaware through the State of Ohio Development Services Agency Office of Community Development administers the federal Community Development Block Grant (CDBG) Program for the State of Ohio; and

WHEREAS, the City of Delaware has been determined to be an eligible recipient of CDBG funds and has been awarded CDBG funds from the State of Ohio to finance eligible activities that may generate Program Income as defined by the Revolving Loan Fund Administration Agreement; and

WHEREAS, the State of Ohio has recognized the positive impact on community development initiatives when the use of Program Income is locally determined and has permitted the establishment of Economic Development Revolving Loan Funds within local political subdivisions to meet the primary development goals of (1) encouraging the expansion and stability of the economic base of the designated area of the Revolving Loan Fund and (2) encouraging increased employment opportunities, particularly for low- and moderate-income persons in designated areas of the Economic Development Revolving Loan Fund; and

WHEREAS, the State of Ohio desires to have the City of Delaware administer an Economic Development Revolving Loan Fund using the CDBG Program Income and the City of Delaware desires to administer an Economic Development Revolving Loan Fund using the CDBG Program Income for the purposes stated above and other CDBG-eligible activities.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Delaware, State of Ohio:

SECTION 1. That the City Manager is hereby authorized to enter into an Economic Development Revolving Loan Fund Administration Agreement with the State of Ohio Development Services Agency, as attached hereto.

SECTION 2. This resolution shall take effect and be in full force immediately after its passage.

PASSED: _____, 2018

YEAS ___ NAYS ___
ABSTAIN ___

ATTEST: _____
CITY CLERK

MAYOR

ECONOMIC DEVELOPMENT REVOLVING LOAN FUND ADMINISTRATION AGREEMENT

This Economic Development Revolving Loan Fund Administration Agreement (the "Agreement") is made and entered into by and between the **State of Ohio, Development Services Agency**, located at 77 South High Street, P.O. Box 1001, Columbus, Ohio 43216-1001 (the "Grantor"), and **City of Delaware**, located at **1 S Sandusky St, Delaware, Ohio 43015** with F.T.I. Number: FTI **316400225** (the "Grantee"), and shall be effective beginning **January 1, 2018** (the "Effective Date") and **terminate December 31, 2020** (the "Termination Date").

BACKGROUND INFORMATION

A. Grantor, through its Office of Community Development ("OCD"), administers the federal Community Development Block Grant ("CDBG") Program for the State of Ohio.

B. Grantee has been determined to be an eligible recipient of CDBG funds and Grantee has been awarded CDBG funds from the Grantor to finance eligible activities that may generate Program Income as defined herein.

C. Grantor has recognized the positive impact on community development initiatives when the use of Economic Development Program Income is locally determined. Grantor has permitted the establishment of Economic Development Revolving Loan Funds within local political subdivisions to meet the primary development goals of: 1) encouraging the expansion and stability of the economic base of the designated area of the Economic Development Revolving Loan Fund; and 2) encouraging increased employment opportunities, particularly for low- and moderate-income persons in designated areas of the Economic Development Revolving Loan Fund.

D. Grantor desires to have Grantee administer an Economic Development Revolving Loan Fund using the CDBG Program Income and Grantee desires to administer an Economic Development Revolving Loan Fund using the CDBG Program Income for the purposes stated above.

E. Grantee has adopted a Resolution or Ordinance authorizing the execution of this Agreement.

NOW THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

STATEMENT OF THE AGREEMENT

1. **Economic Development Revolving Loan Fund Capitalization.** Grantee shall deposit any and all Economic Development Program Income into an Economic Development Revolving Loan Fund account held by the Grantee.

2. **Definitions.**

a.) Economic Development Revolving Loan Fund ("RLF") is a separate fund established for the purpose of accounting for Program Income and of carrying out the specific activities designated in OCD's RLF Policies and Procedures Manual, available on OCD's Technical Assistance website, which, in turn, generate payments to the fund ("RLF Funds") for the continued use in carrying out the same activities.

b.) Economic Development Program Income is defined as gross income received by the recipient directly generated from the use of Ohio State Administered CDBG Program funds for economic development, downtown revitalization, and microenterprise business development activities.

c.) CDBG Economic Development RLF Consolidation. Grantee shall consolidate all existing Economic Development RLF, Downtown RLF, and Microenterprise RLF accounts into an Economic Development RLF Account held by the Grantee.

3. **RLF Plan and Use of Funds.** Grantee has adopted an RLF Plan that includes the policies and procedures established by Grantor in the OCD RLF Policies and Procedures Manual. The plan must include any designated administrative agent, an established board structure, loan review criteria, and procedures for workouts, delinquencies and defaults. Grantee shall use the RLF Funds solely for the stated purposes set forth in this Agreement, OCD's RLF Policies and Procedures Manual, the Local RLF Plan, and the current Ohio Consolidated Plan.

4. **Loan and Grant Approvals.** Grantee shall submit to Grantor an RLF loan or grant approval request for each project being considered for RLF assistance. Grantee must receive Grantor's written approval prior to the commencement of the Grantee's local RLF project.

5. **National Objective Requirements.** Grantee shall ensure that all projects funded as a result of this Agreement meet the CDBG national objective of creating or retaining jobs for low-and-moderate income persons. Any projects not meeting this requirement must submit a request for waiver to Grantor. Grantor will review the request to determine if the project meets a CDBG National Objective. Written approval from Grantor must be received prior to the local RLF issuing approval for the project.

6. **Subrecipient Agreements.** Grantee shall not subgrant or subloan the Economic Development Program Income funds to any other local political jurisdiction or non-profit agency. Grantee may contract with a non-profit agency to administer the RLF Funds, but the funds are to remain with the Grantee in the Revolving Loan Fund Account. If there is a change in the designated administrative agent of the RLF Funds, it is the responsibility of the Grantee to notify OCD within fifteen (15) days of any change in status of the designated administrative agent.

7. **Accounting of RLF Funds.** RLF Funds shall be deposited and maintained in a separate fund account upon the books and records of Grantee (the "Account"). Grantee shall keep all records of the Account in a manner that is consistent with generally accepted accounting principles. All disbursements from the Account shall be for obligations incurred in the performance of this Agreement and shall be supported by contracts, invoices, vouchers, and other data, as appropriate, evidencing the necessity of such expenditure.

8. **Reporting Requirements.** Grantee shall submit RLF Status Reports to Grantor no more than thirty (30) days after notification of the RLF Status Report request. RLF Status Reports may include but are not limited to the following: program income; program activities; and program outcomes.

9. **Compliance with General CDBG Requirements.** Grantee shall comply with all applicable provisions of the statutes, rules, regulations and guidelines as passed by Congress or promulgated by the Secretary of the Department of Housing and Urban Development (HUD).

10. **Compliance with Environmental Requirements.** Grantee shall comply with the provisions of 24 CFR Part 58, Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities, for all projects funded with Economic Development Program Income. Grantee agrees to prepare environmental review records and submit Request for Release of Funds and/or Certification documentation to Grantor for all funded projects. Grantee may not initiate project work until Grantor issues a Project Specific Release of Funds Respecting Environmental Grant Conditions.

11. **Acquisition and Relocation.** Grantee shall comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and the implementing regulations set forth in 24 CFR 570.488 and 49 CFR Part 24 as they apply to the activities covered by this Agreement. Grantee shall comply with the process established under the Anti-Displacement and Relocation Plan.

12. **Term of the Agreement.** This Agreement shall begin on the Effective Date and shall terminate on the Termination Date, unless otherwise modified pursuant to Section 29 (f) herein. At least sixty (60) days prior to the Termination Date, Grantor will determine if the Grantee continues to have the capacity to administer the RLF Funds based on the performance of the Grantee and its designated administrative agent. Grantor shall promptly notify Grantee in writing of a determination questioning administrative capacity. Grantor reserves the right to determine if the State of Ohio will renew the Agreement to allow the Grantee to administer the RLF, have the Grantee close out the RLF by executing a CDBG Closeout Agreement or recapture the RLF Funds.

13. **Records, Access and Maintenance.** Grantee shall establish and maintain for at least three (3) years from the expiration of this Agreement, all direct information and such records as are reasonably related to the administration of an RLF as set forth in the OCD RLF Policies and Procedures Manual. Both parties further agree that records required by the Grantor with respect to any questioned costs, audit disallowances, litigation or dispute between the Grantor and the Grantee shall be maintained for the time needed for the resolution of said question and that in the event of early termination of this Agreement as provided in Section 20 of this Agreement, or if for any other reason the Grantor shall require a review of the records related to the RLF Funds, the Grantee shall, at its own cost and expense, segregate all such records related to the RLF Funds from its other records of operation.

14. **Inspections.** At any time during normal business hours upon three days prior written notice and as often as Grantor may deem necessary and in such a manner as not to interfere unreasonably with the normal business operations, Grantee shall make available to Grantor, and to appropriate state agencies or officials, for examination, all of its records with respect to matters covered by this Agreement including, but not limited to, records of personnel and conditions of employment and shall permit Grantor to audit, examine and make excerpts or transcripts from such records.

15. **Audits.** An audited Grantee shall submit to the Federal Audit Clearinghouse and make available for public inspection a copy of the audit, data collection form and reporting package as described in 2 CFR 200 Subpart F – Audit Requirements within the earlier of 30 days after receipt of the auditor's report(s) or nine months after the end of the audit period. In addition Grantees must notify the Grantor when their audit reporting package is submitted to the Federal Audit Clearinghouse. Notification should be sent to singleaudit@development.ohio.gov and must take place within seven (7) days following submission of the reporting package to the Federal Audit Clearinghouse. In lieu of or in addition to the notification, Grantees may electronically submit their single audit report to singleaudit@development.ohio.gov or mail one copy of the single audit report to Special Projects Coordinator, Audit Office, P. O. Box 1001, Columbus, Ohio 43216-1001.

16. Equal Employment Opportunity. Grantee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, military status, or ancestry. Grantee will take affirmative action to ensure that applicants are considered for employment and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, disability, age, military status, or ancestry. Grantee will, in all solicitations or advertisements for employees placed by or on behalf of Grantee, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, disability, age, military status or ancestry. Grantee will incorporate the requirements of this paragraph in all of its respective contracts for any of the work for which the Grant Funds are expended (other than subcontracts for standard commercial supplies or raw materials), and Grantee will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

17. Prevailing Wage Rates and Labor Standards. In the commission of any Project(s) wherein federal funds are used to finance construction work as defined in the Code of Federal Regulations (CFR) Title 29, Part 5 to the extent that such activity is subject to the Davis-Bacon Act (40 United States Code (U.S.C.) 3141 to 3148, as amended), all laborers and mechanics employed by contractors or subcontractors on any such construction work assisted under this Agreement shall be paid the wages that have been determined by the U.S. Secretary of Labor to be the wages prevailing for the corresponding classes of laborers and mechanics employed on project(s) of a character similar to the contract work in the civil subdivision of the state wherein the work is to be performed. In addition, all laborers and mechanics employed by contractors or subcontractors on such construction work assisted under this Agreement shall be paid overtime compensation in accordance with the provisions of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 3701 to 3708. Furthermore, Grantee shall require that all contractors and subcontractors shall comply with all regulations issued pursuant to these acts and with other applicable federal and state laws and regulations.

In the event that the construction work to be undertaken does not lie within the purview of the Davis-Bacon Act, and neither the federal government nor any of its agencies prescribes predetermined minimum wages to be paid to mechanics and laborers to be employed in the construction work to be assisted by this Project(s), Grantee will comply with the provisions of Ohio Revised Code (ORC) Sections 4115.03 to 4115.16, inclusive, as applicable, with respect to the payment of all mechanics and laborers employed in such construction work.

18. Use of Federal Grant Funds. Grantee acknowledges that this Agreement involves the use of federal funds and as such, is subject to audit by the agency of the United States Government granting the funds to Grantor for the purposes of performing the work and activities as listed in the Grantee's RLF project report forms and in conformance with OCD's RLF Policies and Procedures Manual, and the Local RLF Plan. Grantee shall fully reimburse Grantor for any cost of Grantee which is disallowed by said federal agency and which must be refunded thereto by Grantor.

19. Property and Equipment Purchases. All items purchased by Grantee are and shall remain the property of Grantee, except if Grantor exercises its right to terminate this Agreement pursuant to paragraph 20, in which case all property and equipment purchased by Grantee with any Grant Funds herein awarded shall revert to Grantor. Grantee shall provide for the security and safekeeping of all items obtained through this Agreement.

20. Termination.

- a. Grantor may immediately terminate this Agreement by giving reasonable written notice of termination to Grantee for any of the following occurrences:
 - i. Failure of Grantee to fulfill in a timely and proper manner any of its obligations under this Agreement.
 - ii. Failure of Grantee to submit any report required by this Agreement that is complete and accurate.
 - iii. Failure of Grantee to use the Grant Funds for the stated purposes in this Agreement.
 - iv. Cancellation of the grant of funds from HUD.
- b. Early Termination: Grantor may also terminate this Agreement if Grantee (i) defaults under another Agreement between the Grantor (ii) admits Grantee's inability to pay its debts as such debts become due, (iii) Grantee commences a voluntary bankruptcy, (iv) an involuntary bankruptcy action occurs against Grantee which remains undismissed or unstayed for 60 days, (v) Grantee fails to meet the minimum funding requirements under the Employee Retirement Income Security Act or other such employee benefits plan, or (vi) Grantor has reason to believe Grantee has ceased operations at the Project location. The events permitting early termination by Grantor shall be considered a default by Grantee and subject to the Effects of Termination under Section 21 of this Agreement.
- c. Grantor reserves the right to suspend the administration of the RLF at any time for failure of the Grantee or its designated administrative agent to administer the local RLF in compliance with the OCD's RLF Policies and Procedures Manual which is not attached but incorporated herein by reference. Throughout this Agreement, Grantee and any designated administrative agent must continue to demonstrate administrative capacity in the administration of the RLF. Failure to accurately report on the RLF Funds could result in Grantor placing the RLF Funds on hold or recapturing the RLF Funds. Grantor also reserves the right to request the RLF Funds be returned to the State of Ohio upon failure to comply with the OCD RLF Policies and Procedures Manual.

21. **Effects of Termination.** Within 60 days after termination of Agreement, Grantee shall surrender all reports, documents, and other materials assembled and prepared pursuant to Agreement, which shall become the property of Grantor, unless otherwise directed by Grantor. After receiving written notice of termination, Grantee shall incur no new obligations and shall cancel as many outstanding obligations as possible. Upon compliance with this Section, Grantee shall receive compensation for all activities satisfactorily performed prior to the effective date of termination.

22. **Forbearance Not a Waiver.** No act of forbearance or failure to insist on the prompt performance by Grantee of its obligations under Agreement, either express or implied, shall be construed as a waiver by Grantor of any of its rights hereunder.

23. **Conflict of Interest.** No personnel of Grantee, contractor of Grantee or personnel of any such contractor, and no public official who exercises any functions or responsibilities in connection with the review or approval of any work completed under this Agreement, shall, prior to the completion of such work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his or her functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Grantee shall immediately disclose in writing to Grantor any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily. Grantee shall cause any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily, to immediately disclose such interest to Grantor in writing. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless Grantor determines that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

24. **Liability.** Unless Grantee is an Ohio political sub-division and can prove to Grantor that it is self-insured, Grantee shall maintain liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, damage to property (including property of Grantor) caused by the negligent acts or omissions, or negligent conduct of Grantee, to the extent permitted by law, in connection with the activities of this Agreement. Furthermore, each party to this Agreement agrees to be liable for the negligent acts or negligent omissions by or through itself, its employees, agents and subcontractors. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other.

25. **Adherence to State and Federal Laws, Regulations.**

a. **General.** Grantee shall comply with all applicable federal, state and local laws in the performance of Grantee's obligations under Agreement, the completion of the Project and the operation of the Project as long as Grantee has any obligation to Grantor under Agreement. Without limiting the generality of such obligation, Grantee shall pay or cause to be paid all unemployment compensation, insurance premiums, workers' compensation premiums, income tax withholding, social security withhold, and any and all other taxes or payroll deductions required for all employees engaged by Grantee in connection with the Project, and Grantee shall comply with all applicable environmental, zoning, planning and building laws and regulations.

b. **Ethics.** Grantee, by its signature on this document, certifies: (1) it has reviewed and understands the Ohio ethics and conflicts of interest laws including, without limitation, ORC Section 102.01 et seq., Sections 2921.01, 2921.42, 2921.421, 2921.43, and 3517.13(I) and (J), and (2) will take no action inconsistent with those laws, as any of them may be amended or supplemented from time to time. Grantee understands that failure to comply with the Ohio ethics and conflict of interest laws, is in itself, grounds for termination of Agreement and the grant of funds made pursuant to Agreement and may result in the loss of other contracts or grants with the State of Ohio.

26. **Outstanding Liabilities.** Grantee represents and warrants that it does not owe: (1) any delinquent taxes to the State of Ohio (the "State") or a political subdivision of the State; (2) any amount to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other amount to the State, a state agency or a political subdivision of the State that are past due, whether or not the amounts owed are being contested in a court of law.

27. **Falsification of Information.** Grantee affirmatively covenants that it has made no false statements to Grantor in the process of obtaining this award of the Grant Funds. If Grantee has knowingly made a false statement to Grantor to obtain this award of the Grant Funds, Grantee shall be required to return all the Grant Funds immediately pursuant to ORC Section 9.66(C) (2) and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to ORC Section 9.66(C) (1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to ORC 2921.13(F)(1), which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than one hundred eighty (180) days.

28. **Public Records.** Grantee acknowledges that Agreement and other records in the possession or control of Grantor regarding the Project are public records under ORC Section 149.43 and are open to public inspection unless a legal exemption applies.

29. **Miscellaneous.**

a. **Governing Law.** Agreement shall be governed by the laws of the State of Ohio as to all matters, including but not limited to matters of validity, construction, effect and performance.

- b. Forum and Venue. Grantee irrevocably submits to the non-exclusive jurisdiction of any federal or state court sitting in Columbus, Ohio, in any action or proceeding arising out of or related to Agreement, Grantee agrees that all claims in respect of such action or proceeding may be heard and determined in any such court, and Grantee irrevocably waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in such court or that such court is an inconvenient forum. Nothing in this Agreement shall limit the right of Grantor to bring any action or proceedings against Grantee in the courts of any other jurisdiction. Any actions or proceedings by Grantee against Grantor or the State of Ohio involving, directly or indirectly, any matter in any way arising out of or related to Agreement shall be brought only in a court in Columbus, Ohio.
- c. Entire Agreement. This Agreement, including its exhibits and documents incorporated into it by reference, constitutes the entire agreement and understanding of the parties with respect to its subject matter. Any prior written or verbal agreement, understanding or representation between parties or any of their respective officers, agents, or employees is superseded and no such prior agreement, understanding or representation shall be deemed to affect or modify any of the terms or conditions of Agreement.
- d. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.
- e. Notices. All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.
- i. In the case of Grantor, to:
- Ohio Development Services Agency
Office of Community Development
77 South High Street, P.O. Box 1001
Columbus, Ohio 43216-1001
Attn: Deputy Chief
- ii. In the case of Grantee, to:
- Grantee Name: City of Delaware
- Address: 1 S Sandusky St
- City, State, Zip: Delaware, Ohio 43015
- f. Amendments or Modifications. Either party may at any time during the term of this Agreement request amendments or modifications, as described in the applicable State of Ohio Consolidated Plan Submission. Requests for amendment or modification of Agreement shall be in writing and shall specify the requested changes and the justification of such changes. The parties shall review the request for modification in terms of the regulations and goals relating to the Project(s). Should the parties consent to modification of the Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original agreement.
- g. Pronouns. The use of any gender pronoun shall be deemed to include all the other genders, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.
- h. Headings. Section headings contained in Agreement are inserted for convenience only and shall not be deemed to be a part of Agreement.
- i. Assignment. Neither Agreement nor any rights, duties, or obligations described herein shall be assigned, subcontracted or subgranted by Grantee without the prior express written consent of Grantor.
- j. Permissible Expenses. If "travel expenses," as defined in Ohio Administrative Code Section 126-1-02 (the "Expense Rule"), are a cost of the Project eligible for reimbursement with Grant Funds, Grantee shall be reimbursed accordingly. Grantee agrees that it shall not be reimbursed and Grantor shall not pay any items that are deemed to be "non-reimbursable travel expenses" under the Expense Rule, whether purchased by the Grantee or Grantor or their respective employees or agents.
- k. Binding Effect. Each and all of the terms and conditions of this Agreement shall extend to and bind and inure to the benefit of Grantee, its successors and permitted assigns.

- I. Survival. Any provision of this Agreement which, by its nature, is intended to survive the expiration or other termination of this Agreement shall so survive and shall benefit the parties and their respective successors and permitted assigns.

- m. Counterparts: PDF Accepted. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Copies of signatures sent by facsimile transmission or provided electronically in portable document format ("PDF") shall be deemed to be originals for purposes of execution and proof of this Agreement.

Signature: Each of the parties has caused this Economic Development Revolving Loan Fund Administration Agreement to be executed by its authorized representatives as of the dates set forth below their respective signatures effective as of the Effective Date:

GRANTEE:

GRANTOR:

City of Delaware

**State of Ohio
Development Services Agency**

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



FACT SHEET

AGENDA ITEM NO: 16

DATE: 01/08/2018

ORDINANCE NO: 18-01

RESOLUTION NO:

READING: FIRST

PUBLIC HEARING: NO

TO: Mayor and Members of City Council

FROM: R. Thomas Homan, City Manager

VIA: William L. Ferrigno, P.E., Public Works Director/City Engineer

TITLE OF PROPOSED ORDINANCE/RESOLUTION:

AN ORDINANCE REGULATING AND CONTROLLING THE MOVEMENT OF VEHICULAR TRAFFIC IN THE CITY OF DELAWARE BY DESIGNATING PEACHBLOW ROAD AS A THROUGH STREET AND ESTABLISHING THE SPEED LIMIT TO BE THIRTY-FIVE MILES PER HOUR.

BACKGROUND:

A portion of Peachblow Road was annexed into the city's corporation limits and a speed limit needs to be established and posted for this section of roadway.

REASON WHY LEGISLATION IS NEEDED:

It is necessary to define the designation of certain streets within the city corporate limits, in accordance with current definitions provided in ORC 4511, as being "Through" or "Non-through" streets. This section applies to certain local streets that have been annexed into the city, however in segments of less than one-mile in length, thereby requiring a maximum speed limit of 25 MPH being posted. In these cases, designating the street as a "Through" street permits a uniform speed limit, typically 35 MPH, to be posted and maintained. This ordinance is to define Peachblow Road a "Through" street within the city's corporation limits, and to establish a speed limit of thirty-five miles per hour (35 MPH) to the section of Peachblow Road within the city's corporation limits. ORC 4511.21 sections J, permits local authorities to authorize higher prima-facie speeds on streets where determined appropriate, provided no speed shall exceed fifty miles per hour (50 MPH). In this case, Peachblow Road has been

designed and constructed as a 35 MPH facility, and the passage of this ordinance is necessary to post Peachblow Road thirty-five miles per hour (35 MPH) within the city's corporation limits.

COMMITTEE RECOMMENDATION:

N/A

FISCAL IMPACT(S):

The cost of materials and labor to install these signs is estimated at \$50.00 to come out of the Public Works Traffic Division annual operating budget.

POLICY CHANGES:

None

PRESENTER(S):

William L. Ferrigno, P.E., Public Works Director/City Engineer

RECOMMENDATION:

Approval

ATTACHMENT(S)

None

ORDINANCE NO. 18-01

AN ORDINANCE REGULATING AND CONTROLLING THE MOVEMENT OF VEHICULAR TRAFFIC IN THE CITY OF DELAWARE BY DESIGNATING PEACHBLOW ROAD AS A THROUGH STREET AND ESTABLISHING THE SPEED LIMIT TO BE THIRTY-FIVE MILES PER HOUR.

WHEREAS, Section 4511.21(J) of the Ohio Revised Code permits local authorities in their respective jurisdictions to authorize by ordinance higher prima-facie speeds upon through highways provided signs are erected giving notice of the authorized speed; and

WHEREAS, according to Section 4511.21 (B) 3 of the Ohio Revised Code a through highway within municipal corporations outside business districts has a speed limit of thirty-five miles per hour; and

WHEREAS, it becomes periodically necessary to make adjustments to the designation, use, and associated speed limits assigned to certain streets throughout the city.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Delaware, State of Ohio:

SECTION 1. That Peachblow Road, or parts thereof, within the corporate limits of the city, be, and hereby designated as a Through Street or Highway, in accordance with ORC 4511.65, upon which all vehicles may proceed uninterruptedly according to law except where the operation of said vehicles is otherwise regulated by traffic control device and which allows for a speed limit of thirty-five miles per hour.

SECTION 2. That the prima-facie speed limit shall be established at thirty-five miles per hour (35 MPH) in accordance with ORC 4511.21 on Peachblow Road.

SECTION 3. That the Director of Public Works is hereby authorized and directed to cause the installation of such traffic control signs and devices as are required to carry out the provision in this ordinance.

SECTION 4. That any ordinances or parts of ordinances inconsistent herewith are herewith repealed.

SECTION 5. This Council find and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council, and that all

deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law including Section 121.22 of the Ohio Revised Code.

VOTE ON RULE SUSPENSION:

YEAS__NAYS__
ABSTAIN__

PASSED: _____, 2018

YEAS__NAYS__
ABSTAIN__

ATTEST: _____
CITY CLERK

MAYOR

TO: Mayor Riggle and Members of Council

FROM: R. Thomas Homan, City Manager

SUBJECT: Miscellaneous Matters

DATE: January 4, 2018

1. **Calendar**
See Attached

2. **Per Section 73 Of The City Charter The City Manager Is To Report Contract Agreements**
See Attached

3. **Bi-Weekly Meetings**
December 18
* Rotary
December 21
* Year-End Meeting
January 3
* Preservation Parks

January

2018

Meeting Schedule

Council, Boards, Commissions, & Committees

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1 City Offices Closed	2 Public Works-Meeting to be rescheduled	3 Civil Service Commission -3 p.m. *Planning Commission-moved to 1/17/18	4	5	6
7	8 City Council- 7 p.m.	9 Sister City 6 p.m. Presentation for Sister City at Willis 7 p.m.	10 BZA -7p.m. Cancelled	11	12	13
14	15 Martin Luther King Jr. Day – City Offices Closed	16 Parks & Rec-7 p.m.	17 Planning Commission- 7 p.m.	18 Airport Commission -7 p.m.	19	20
21	22 City Council -7 p.m.	23 Shade Tree Commission -7 p.m.	24 Historic Preservation Commission- 7 p.m.	25	26	27
28	29	30	31			

February

2018

Meeting Schedule

Council, Boards, Commissions, & Committees

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2	3
4	5	6 Public Works/Public Utilities Committee – 7pm	7 Civil Service Commission 3 pm Planning Commission 7 pm	8	9	10 Council Retreat Location/Time TBD
11	12 Council 7 pm	13	14 BZA 7pm	15	16	17
18	19 Parking and Safety Committee 7pm	20 Parks & Recreation Advisory Board 7 pm	21	22	23	24
25	26 City Council 7 pm	27 Shade Tree Commission 7pm	28 Historic Preservation Commission 7pm			

December

2018

Meeting Schedule

Council, Boards, Commissions, & Committees

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1 Budget Work Session 8:45 am - noon
2	3 Budget Work Session 6:30 p.m.	4	5 Planning Commission 7pm	6 Budget Work Session 6:30 p.m. if necessary	7	8
9	10 City Council Meeting 7pm	11	12 BZA 7pm	13	14	15
16	17	18 Parks and Recreation 7pm	19 HPC 7pm	20 Year End City Council Meeting 7 pm	21	22
23	24	25 City Offices Closed Shade Tree Commission-Cancelled	26	27	28	29
30	31					

CONTRACT APPROVAL – January 8, 2018

VENDOR	EXPLANATION OF AGREEMENT	2017 AMOUNT	DEPARTMENT
ACP/Green & Assoc.	Consultant services for Comprehensive Plan	\$165,050	Planning