

**AMENDMENT ONE
PROFESSIONAL SERVICES AGREEMENT
BETWEEN CITY OF UNIVERSITY HEIGHTS, OHIO
AND SAFEbuilt OHIO, LLC**

This Amendment is entered into to amend the Professional Services Agreement previously entered into on March 04, 2021, by and between City of University Heights, Ohio, (Municipality) and SAFEbuilt Ohio, LLC, a wholly owned subsidiary of SAFEbuilt, LLC, (Consultant). Municipality and Consultant shall be jointly referred to as the “Parties”.

Amendment Effective Date: This Amendment shall be effective on the latest date fully executed by both Parties.

RECITALS AND REPRESENTATIONS

Parties entered into a Professional Services Agreement (Agreement), by which both Parties established the terms and conditions for service delivery on March 04, 2021; and

Parties hereto now desire to amend the Agreement as set forth herein; and

NOW, THEREFORE

Agreement is hereby amended as set forth below; and

- A. Agreement, Exhibit A, List of Services and Fee Schedule is hereby amended to include Rental and Point of Sales Inspection Services.
 - ✓ Consultant will provide service on an as-requested basis
 - ✓ Inspections requested prior to 4:00 pm will be completed the following business day
 - ✓ Consultant will perform Point of Sale Inspections in compliance with adopted codes
 - ✓ Consultant will perform Rental Inspections of dwellings, dwelling units and property to help ensure compliance with ordinance requirements
 - ✓ Consultant will provide documentation to the Municipality

- B. Agreement, Exhibit A, 3. Fee Schedule shall be replaced with and read in its entirety as follows:

3. **FEE SCHEDULE**

- ✓ Municipality and Consultant will review the Municipal Fee Schedule and valuation tables annually to discuss making adjustments to reflect increases in the costs incurred by Consultant to provide Services.
- ✓ Beginning January 01, 2022 and annually thereafter, the hourly rates listed shall be increased based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the “CPI”) for the Municipality or, if not reported for the Municipality the CPI for cities of a similar size within the applicable region from the previous calendar year, such increase, however, not to exceed 4% per annum. The increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged.
- ✓ CPI increases referenced above will not be implemented without approval from Mayor and City Council
- ✓ Consultant fees for Services provided pursuant to this Agreement will be as follows:

Service Fee Schedule:	
Inspection Services <ul style="list-style-type: none"> • Permits issued prior to service start date • Building, Mechanical, Plumbing, Electrical 	\$60.00 per inspection
Inspection Services <ul style="list-style-type: none"> • Permits issued after service start date • Building, Mechanical, Plumbing, Electrical 	92% of Municipal Permit Fee as established by ordinance or resolution
Plan Review Services <ul style="list-style-type: none"> • Commercial and Residential 	92% of Municipal Plan Check Fee as established by ordinance or resolution

Structural Engineering Plan Review	\$150.00 per hour – one (1) hour minimum
Building Official Services	Included in percentage of fees above
Building Official After-Hour Meeting Attendance <ul style="list-style-type: none"> Attend meetings upon Mayor or Council request 	\$100.00 per hour
Permit Technician Services	Included in percentage of fees above
Housing Administrative Services	\$45.00 per hour – forty (40) hour weekly minimum
After Hours/Emergency Inspection Services	\$100.00 per hour – two (2) hour minimum
Non-Permitted Activity (by request only)	\$75.00 per hour – one (1) hour minimum
Time tracked for above hourly rates starts when Consultant checks in at Municipality or first inspection site.	
Rental and Point of Sales Inspection Services	\$57.00 per hour – one (1) hour minimum <ul style="list-style-type: none"> Time tracked includes roundtrip travel time between Consultant’s location and inspection site.

All other provisions of the original Agreement shall remain in effect, to the extent not modified by Amendment.

IN WITNESS HEREOF, the undersigned have caused this Amendment to be executed in their respective names on the dates hereinafter enumerated.

Thomas P. Wilkas, CFO
Insert SB Entity

Date

Signature
Insert Municipality

Date

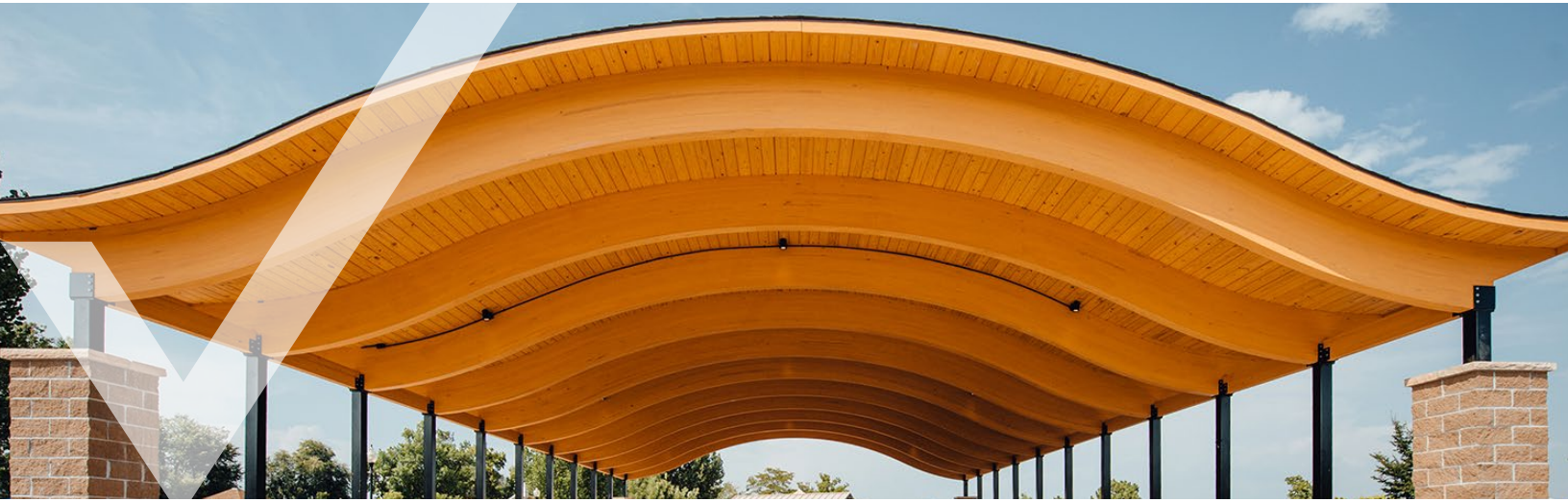
Name & Title

Code Enforcement Services



June 21,2021

University Heights and SAFEbuilt Partnership



Proposal Overview

- Performing Code Enforcement Inspections for Commercial and Multi-Family Residential (4+ units)
- 20 hours per week for initial month to address the back-log
- 10 hours per week following initial month
- Days per week to be mutually agreed upon
- \$60.00 per hour

SAFEbuilt's added value includes the absorption of the following costs:

- Employee Benefits for Health Care
- Liability Insurance
- Unemployment Insurance
- Workers Comp Insurance
- 401K or 459 Deferred Contributions or Both
- Vehicle for Inspector
- Insurance and Maintenance for vehicles
- Fuel Costs
- Travel/Accommodations for Training, Continuing Ed and Industry-Related Conferences
- Misc. Equipment Costs (Job-Related Tools, Phone, Lap-Top, etc.)
- Personal Protective Equipment
- Human Resources and Payroll Functions and Administrative Support



Project Estimates

To: Justin Gould

Phone: 216-288-9300
email: jgould@universityheights.com

Fr. Kent Moon
Co: Addressers

Ph: 562-232-1800 x107 Cell: 909-636-9560
email: kent@addressers.com

Component
#10 envelope 4/0 color inkjet Survey 8.5 x11 letter 1/1 70# offset #9 BRM Envelope 1/0

Service	Quantity	Setup	Rate	Per	Price
Quantity: 4500 Standard Class					
Job Setup	1.000		\$ 50.00	EA	\$ 50.00
Address Standardize and Presort	4.500	\$ 35.00	\$ 2.50	/M	\$ 46.25
#10 envelope 1/0 color inkjet	4.500	\$ 50.00	\$60.00	/M	\$ 320.00
8.5 x11 letter 1/1 70# offset	4.500	\$ 75.00	\$75.00	/M	\$ 412.50
#9 BRM 1/0	4.500	\$100.00	\$60.00	/M	\$ 370.00
Fold letter	4.500	\$ 25.00	\$ 20.00	/M	\$ 115.00
Insert 2 Seal Sort Tie and Tray	4.500	\$ 35.00	\$ 50.00	/M	\$ 260.00
Delivery to Local Post Office	4.500	\$ 50.00	\$ 2.50	/M	\$ 61.25
Standard including drop ship fee	4500		\$ 0.304	EA	\$ 1,368.00
Total:					\$ 3,003.00
Unit Cost:					\$ 0.667

Service	Quantity	Setup	Rate	Per	Price
Quantity: 4500 First Class					
Job Setup	1.000		\$ 50.00	EA	\$ 50.00
Address Standardize and Presort	4.500	\$ 35.00	\$ 2.50	/M	\$ 46.25
#10 envelope 1/0 color inkjet	4.500	\$ 50.00	\$60.00	/M	\$ 320.00
8.5 x11 letter 1/1 70# offset	4.500	\$ 75.00	\$75.00	/M	\$ 412.50
#9 BRM 1/0	4.500	\$100.00	\$60.00	/M	\$ 370.00
Fold letter	4.500	\$ 25.00	\$ 20.00	/M	\$ 115.00
Insert 2 Seal Sort Tie and Tray	4.500	\$ 35.00	\$ 50.00	/M	\$ 260.00
Delivery to Local Post Office	4.500	\$ 50.00	\$ 2.50	/M	\$ 61.25
First Class Presort	4500		\$ 0.450	EA	\$ 2,025.00
Total:					\$ 3,660.00
Unit Cost:					\$ 0.813

Service	Quantity	Setup	Rate	Per	Price
BRM Processing					
Setup BRM	1		\$ 150.000	EA	\$ 150.00
BRM Return postage and weekly scan \$2.00 each*					
* minimum \$750					

All volumes, dollar amounts and other similar figures contained in this proposal are 'estimates only' and are based, in part, upon the information provided by the client. Changes in specifications, requirements or quantities may result in revisions to this estimate. It is acknowledged and understood by the client providing accurate and complete data may affect both the results of the services provided by Addressers and the costs relating thereto.

Once Addressers deliver materials to USPS, Fed Ex, UPS or any other delivery agents, Addressers has no control over deliveries, and Addressers is NOT liable if deliveries is delayed or lost.

Signed _____

Date _____

RE: Mailing Project

Kent Moon <kent@addressers.com>

Thu 2/18/2021 2:06 AM

To: Justin Gould <jgould@universityheights.com>;

Cc: 'Kent Moon' <kent@addressers.com>;

 1 attachments (49 KB)

Justin Gould Survey and BRM Qty 4500.xlsx;

Hi Justin

Thank you for speaking with me! Attached is the quote that we have discussed. There are two postage options. BRM processing fee is extra and listed on the bottom.

Would you please reply when you get this email, so I know that you have received it?

Please feel free to call me ANYTIME if you have questions.

Kind Regards,

Kent Moon

Addressers

[15700 Texaco Avenue](#)

[Paramount, CA 90723](#)

Office: (562) 232 1800 x107

Cell: (909) 636-9560

Fax: (562) 232 1798

www.addressers.com

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From: Justin Gould [mailto:jgould@universityheights.com]

Sent: Wednesday, February 17, 2021 1:08 PM

To: kent@addressers.com

Subject: Mailing Project

This message was sent from the City of University Heights.

Justin

FW: Survey mailing / Q 3777

Mike Cook

Tue 2/16/2021 11:05 AM

To: Michael Brennan <MDB@universityheights.com>; Justin Gould <jgould@universityheights.com>;

This message was sent from the City of University Heights.

Here's the follow up from Porath re. the survey.

From: Alissa Cunix <alissac@porathprintsources.com>

Sent: Monday, February 15, 2021 4:22 PM

To: Mike Cook <mcook@universityheights.com>

Cc: connies@porathprintsources.com

Subject: Survey mailing / Q 3777

Mike,

Thanks for your patience while I pulled together the numbers for the proposed Survey mailing. Per your requested pricing instructions, here you go.

Option A: 8.5 x 11 Generic Survey Mailer Package, 1 sided survey

60# white opaque

Printed 1 match color on 1 side

Fold

#10 Envelopes (mailing envelope)

24# ww

Printed black ink

#9 Reply Envelope

Printed black ink

Mailing Services: CASS & NCOA list, insert survey & #9 reply envelope, address, seal, sort, tray and deliver to the post office.

To mail 1st class presort with precancelled stamps. Apply stamps to mailing envelope and reply envelopes.

4500 \$1441.78

Option B: 8.5 x 11 Generic Survey Mailer Package, 2 sided survey

60# white opaque

Printed 1 match color on 2 sides (same color on both sides)

Fold

#10 Envelopes (mailing envelope)

24# ww

Printed black ink

#9 Reply Envelope

Printed black ink

Mailing Services: CASS & NCOA list, insert survey & #9 reply envelope, address, seal, sort, tray and deliver to the post office.

To mail 1st class presort with precancelled stamps. Apply stamps to mailing envelope and reply envelopes.

4500 \$1539.75

I quoted mailing 1st class presort as currently it is taking up to 9 days and sometimes longer for standard presort to be delivered. I also chose to use a precancelled stamp instead of an indicia so that the piece “looks” like mail, not just an ad or junk mail. Having a stamp will increase, in my opinion, the likelihood that the envelope would be opened.

Postage for every set (survey & #9 reply envelope) is estimated to be between \$0.398 & \$0.45 each. Once the list is processed, we will be able to give you the exact amount.

Unless the City has a Business Reply Account with the Post Office, the #9 Reply Envelopes will need to mail with 1st class postage which is \$0.55. So for 4500 pieces, cost would be \$2,475.00.

Postage costs reflect **current** postage rates. In case of a rate increase between the date of the quote and the date of the mailing, the invoice will reflect the rate in effect at the time of the mailing.

For this project, postage is to be paid prior to mailing.

I welcome your thoughts.

Pricing based on supplied, trouble-free print ready files. All orders are FOB factory. A request for a proof will constitute an order. All art time is billed at standard rates and will apply even if the order is never printed. Industry custom allows for us to ship 10% over or under and you will be billed accordingly.

This quote will remain in effect for 30 days.

Alissa



Porath Business Services

P.216.626.0060 | F.216.626.0061

www.porathprintsources.com

Check out our testimonials page www.porathprintsources.com/page/testimonials

ORDINANCE 2021-16

INTRODUCED BY: MAYOR MICHAEL DYLAN BRENNAN

AN ORDINANCE ADOPTING THE CITY OF UNIVERSITY HEIGHTS EMPLOYEE POLICIES AND PROCEDURES MANUAL, AND DECLARING AN EMERGENCY.

WHEREAS, the City has undertaken a review of employee policies and procedures manual, has updated various policies, and created an Employee Policies and Procedures Manual governing conduct, policies and procedures for all City employees;

WHEREAS, to the extent there is any conflict between the terms and provisions of the Employee Policies and Procedures Manual and any collective bargaining agreement entered into between the City and members of the bargaining unit, the collective bargaining unit shall control; and

WHEREAS, the Employee Policies and Procedures Manual is intended both to create uniformity of policy amongst City employees and to work in concert with applicable collective bargaining agreements;

NOW THEREFORE, BE IT ORDAINED BY THE CITY OF UNIVERSITY HEIGHTS, CUYAHOGA COUNTY, OHIO, THAT:

Section 1: City Council hereby adopts the City of University Heights Employee Policies and Procedures Manual, as set forth in the proposal attached hereto as Exhibit A, which is incorporated herein by reference as if fully rewritten.

Section 2: The Council hereby finds and determines that all formal actions relative to the passage of this Ordinance were taken in an open meeting of this Council, that all deliberations of this Council and of its committees, if any, which results in formal action were taken in meetings open to the public, in full compliance with the applicable legal requirements, including Section 121.22 of the ORC.

Section 3: This ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City, so that the City can enact and implement updated policies and procedures as soon as possible; wherefore, this ordinance shall be in full force and effect from and immediately after its adoption and approval by the Mayor.

CITY OF UNIVERSITY HEIGHTS, OHIO

MICHAEL DYLAN BRENNAN, MAYOR

PASSED: _____

ATTEST:

KELLY M. THOMAS, CLERK OF COUNCIL

APPROVED AS TO FORM:

LUKE F. MCCONVILLE, LAW DIRECTOR

Mayor asked that I add the Dennis Kennedy's email below from 06.17.2021 to Agenda Item's information. Kelly

I would recommend adding the language below as an addition, possibly as **6.4-C-3**

Administrative employees of the City of University Heights may not use City of University Heights equipment or resources of any type in any secondary employment. Additionally, any claims for reimbursement to the City which are also submitted and/or paid by a secondary employer are not permissible

CITY OF UNIVERSITY HEIGHTS EMPLOYEE POLICIES AND PROCEDURES MANUAL

Prepared by:

Stefanik Iosue & Associates, LLC
3404 Lorain Avenue
Cleveland, Ohio 44113
(216) 651-0451

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**SECTION 1
INTRODUCTION AND GENERAL EMPLOYMENT CONDITIONS**

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A. INTRODUCTION

The Employee Policies and Procedures Manual (“Manual”) contains polices for the employees of the City of University Heights (“City”), except as may be specifically exempted by law or reporting to independent boards or commissions, unless those boards or commissions have adopted the Manual. These policies do not, nor shall they be construed, to violate any collective bargaining agreement between the City and any recognized bargaining unit. All City employees are required to be familiar with the contents of this Manual.

B. PURPOSE OF POLICIES

1. The Manual is a guide to be used by the administration of the City to ensure consistent and nondiscriminatory application of the conditions of employment. The policies contained in this Manual are subject to, and in accordance with, the laws of the State of Ohio.
2. Due to the special nature of the duties and responsibilities of members of the City’s safety forces (Police and Fire Departments), the appropriate Chief may have adopted specific policies or standard operating procedures or may be operating under one or more collective bargaining agreements. Where those policies and/or procedures conflict with these policies, and are in full accordance with all legal requirements, the specific Police or Fire Department policy shall govern. In addition, where those policies and/or procedures in other collective bargaining agreements negotiated by the City, conflict with these policies, and are in full accordance with all legal requirements, the specific collective bargaining agreement provision shall govern.
3. In the event there is a conflict between this Manual and the Civil Service Rules, the City’s Charter, or any other applicable law or legal document, the Civil Service Rules, applicable law or legal document will prevail.
4. In the event that future legislation invalidates or changes any of the provisions contained herein, the balance will remain in effect. Should any provision in this Manual be found unenforceable and invalid, such finding does not invalidate the entire Manual, but only that particular provision.

It is the City's philosophy that providing personnel policies that aid in recruiting and retaining competent employees is vital to the success of the City. To that end, the policies and procedures stated in this Manual are designed to:

- A. Promote and increase productivity, efficiency, and responsiveness to the public;
- B. Promote high morale among City employees by fostering good working relationships and by providing uniform personnel policies, opportunity for advancement, and consideration of employees' needs;
- C. Provide fair and equal opportunity for qualified employees to enter and progress upon merit and proficiency as determined through objective and practical personnel management methods;
- D. Maintain recruitment, advancement, and tenure practices enhancing the attractiveness of a City career and encouraging each employee to give their best effort to the job and the public;
- E. Ensure that all activities are conducted in an ethical and legal manner to promote the City's reputation as an efficient, progressive body in the community and the State;
- F. Develop and maintain consistent, up-to-date position classification and compensation plans;
- G. Instruct all employees as to expected behavior while representing the interests of the City;
- H. Promote compliance with federal, state, and local laws and ordinances; and
- I. Promote and secure a safe and healthy work environment.

Section 1.3**MANAGEMENT RIGHTS**

- A. The policies in this Manual do not, and should not, be construed to limit the rights or privileges of the City Council, the Civil Service Commission, the Mayor, and Department Directors. These entities and officials are authorized to select, compensate, manage, evaluate, and discipline employees of the City in accordance with the Ohio Revised Code, the Rules of the Civil Service Commission, City ordinances, and/or collective bargaining agreements negotiated by the City.
- B. The Mayor or their designee, with the authority granted in the City Charter, and with the advice and consent of the City Law Director, maintains the ultimate authority to establish, interpret, and administer policies and direct the operations of the departments of the City.
- C. Department Directors are responsible for the day-to-day administration and application of the policies contained in this Manual as they pertain to the employees assigned to their individual departments. It is the responsibility of the Department Directors to be familiar with the contents of this Manual.
- D. In situations requiring administrative interpretation of the policies contained in this Manual, every effort will be made to ensure that such decisions are made objectively with the general intent of the policy in mind.
- E. There may be occasions when the City must add, delete, or revise specific policies or give current rules a different interpretation from the interpretations previously made. The Mayor has the right to change practices and policies, both written and unwritten, as conditions require. Updated policies will be issued to all Manual holders and communicated to all affected employees according to Section 1.4 – Policy Changes, Dissemination and Suggestions.
- F. The Mayor, Department Directors, and City Council retain the right to:
 - 1. Determine the City’s goals, objectives, programs and services to utilize employees in a manner designed to effectively and efficiently meet these purposes;
 - 2. Exercise complete control and discretion over the budget, organizational structure and method of performing the work required;
 - 3. Manage and determine the location type and number of physical facilities, equipment, and programs and work to be performed;
 - 4. Determine the adequacy, size, composition and qualifications of the work force, including when a job vacancy exists;
 - 5. Take necessary action to abolish, create, and/or modify position job descriptions;
 - 6. Determine the hours of work and work schedules, and to establish the work rules, policies and procedures for all employees;

7. Manage and direct employees, including the right to establish methods to select, hire, promote, transfer, assign, evaluate, supervise, layoff, recall, reprimand, suspend, discharge and discipline for just cause, and to maintain order among employees;
8. Determine the work rules, standards of quality, productivity and performance to be maintained, and the policies and procedures for all employees;
9. Determine the necessity to schedule overtime and the amount required thereof;
10. Determine and implement necessary actions in emergency situations;
11. Implement and enforce rules on workplace safety;
12. Maintain the security of records and other pertinent information;
13. Promote and increase productivity, efficiency, and responsiveness to the public;
14. Promote high morale among City employees by fostering good working relationships and by providing uniform personnel policies, opportunity for advancement, and consideration of employees' needs;
15. Provide fair and equal opportunity for qualified employees to enter and progress upon merit and proficiency as determined through objective and practical personnel management methods;

G. **Nothing in this Manual nor any interpretive or enforcement communication should be construed to grant a guaranteed right to continued employment or benefits. This Manual is NOT an employment contract. Employment with the City is not for a fixed term or a definite period and may be terminated at any time by either the employee or the City according to law. Any policy herein notwithstanding, unclassified employees serve at the pleasure of the Mayor.**

A. INTRODUCTION

It is essential that a system be established for implementing and administering the Manual. To ensure that this is done properly, specific administrative procedures for implementation have been developed.

B. ADMINISTRATIVE PROCEDURES

The specific administrative procedures for implementation and administration are as follows:

1. All employees are to be notified of the existence of these policies and the nature of the availability of these policies for their review;
2. All employees and any other personnel, as determined by the Mayor or their designee, shall be provided a copy of the Manual;
3. The Mayor or their designee shall keep a list of the names of those employees, and their job titles, who have received copies of the Manual;
4. All policies shall be compiled in a three-ring binder to allow for subsequent additions, deletions and/or revisions;
5. All revisions shall be issued by the Mayor or their designee and copies distributed to Manual holders. For each revision, a memorandum shall be attached to inform the Manual holder which policy is being altered. The effective date of the new or revised policy shall appear on the revisions. The Manual holders shall then include the revised policy in their copies; and
6. All employees shall be required to read this Manual and each employee shall sign a statement that they have read this Manual. The signed statement shall be placed in the employee's personnel file.

C. CHANGES TO THE MANUAL

1. It is the intent of the City to create and maintain personnel policies reflective of current laws, practices and trends.
2. Adoption, revision or deletion of personnel policies requires approval by the Mayor or their designee. Changes to the Manual that have financial implications for the City may require approval from City Council.
3. The most recent version of a policy as adopted by the City supersedes all previous policies and related interpretative communications.
4. The Mayor or their designee is charged with maintaining a complete, accurate, and up-to-date compilation of the approved personnel policies.

5. In the case of an emergency or an adverse safety situation, the Mayor may implement or suspend policies without notice.

D. POLICY INTERPRETATIONS

1. Official policy interpretations are those approved, or provided directly, by the Mayor or their designee.
2. There may be times when the Mayor or their designee must give current policies a different interpretation from those interpretations previously made.
3. The Mayor or their designee has the right to change practices and policies, both written and unwritten, as business requires.

Section 1.5**DEPARTMENT RULES AND REGULATIONS**

- A. Department Directors are responsible for the operation of their departments and for implementing the policies and procedures contained in this Manual.
- B. With the approval of the Mayor, Department Directors may develop and implement standard operating procedures for their respective departments. Department standard operating procedures shall not conflict with the policies and procedures as set forth in the Manual, with the exception of the Police and Fire Departments. See Section 1.1 – Introduction and Purpose of Policies.
- C. In certain departments where there is a collective bargaining agreement, and where applicable, the terms and conditions of a collective bargaining agreement must be followed and will take precedence over any conflicting departmental standard operating procedure.

Section 1.6**FAIR EMPLOYMENT PRACTICES**

- A. The City is an equal opportunity employer.
- B. In accordance with State and Federal law, the following will not be taken into consideration or serve as the basis for employment-related decisions including those affecting selection, compensation or benefits, discipline, evaluation or termination: race, color, religion, creed, age, sex, sexual orientation, national origin, ancestry, armed forces veteran status and/or possessing a disability (that does not affect the individual's ability to perform the essential functions of a position with or without reasonable accommodation).
- C. No employee may aid, abet, compel, coerce or conspire to discharge, harass or cause another to resign because of race, color, religion, creed, age, sex, sexual orientation, national origin or ancestry, or disability. Employees proven to have engaged in this type of behavior will be subject to disciplinary action, up to and including termination.
- D. Notices of competitive examinations, advertisements and vacancy postings will be accessible to members of the community and general public and include an Equal Employment Opportunity Statement.
- E. The City hereby appoints the Law Director as the City's Equal Employment Opportunity Officer. All alleged violations of this policy must be reported to the Law Director or their designee by the affected employee or other person with knowledge of the violation. The Law Director or their designee shall conduct timely and thorough investigations in accordance with Section 7.1 – Complaint Procedure.
- F. The City shall make good-faith efforts to ensure contractors and subcontractors who perform work for the City comply with all Federal, State and local equal employment opportunity policies and identify themselves as Equal Opportunity Employers.
- G. The City shall maintain records as required by the Equal Employment Opportunity Commission and/or the Ohio Civil Rights Commission

Section 1.7 FRAUD HOTLINE

The Ohio Auditor of State's Office maintains a system for the reporting of fraud, including misuse of public money by any official or office. The system allows for all Ohio citizens, including public employees, the opportunity to make anonymous complaints through a tollfree number, the State Auditor's website, or through the United States mail.

Complaints can be made via:

Telephone: 1-866- FRAUD OH (1-866-372-8364)

U.S. Mail: Ohio Auditor of State's Office Special Investigation Unit, 88 East Broad Street, P.O. Box 1140, Columbus, OH 43215.

Website: www.ohioauditor.gov

**SECTION 2
RECRUITMENT, SELECTION AND APPOINTMENT**

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Section 2.2	Classified and Unclassified Employment Civil Service Classification Type of Appointment and Hours of Work Fair Labor Standards Act
Section 2.3	Position Description
Section 2.4	Recruitment, Selection and Appointment Recruitment Announcement of Vacancies Application Promotion Reassignment/Transfer Voluntary Demotion Reinstatement Interim Appointment Interviewing and Testing Verification, Approval and Offer
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Section 2.1**APPLICABILITY AND SCOPE**

- A. For any position subject to Civil Service, recruitment, selection and hiring is subject to the Civil Service Rules.
- B. For any positions not subject to Civil Service, but subject to a collective bargaining agreement, recruitment, selection, and hiring is subject to the provisions of each respective collective bargaining agreement and the provisions of this Section, but only where the provisions of this Section do not conflict with the provisions of the collective bargaining agreement.
- C. Recruitment, selection and hiring for all other positions is subject to this Section.

Section 2.2**CLASSIFIED AND UNCLASSIFIED EMPLOYMENT****A. CIVIL SERVICE CLASSIFICATION**

1. Positions in the City are designated as classified or unclassified as established by Ohio Revised Code Section 124.11, the City Charter, and the Civil Service Rules.
2. The unclassified service in the City shall consist of the following positions:
 - a. all officers elected by the people;
 - b. all Directors, heads and chiefs of departments and divisions and their assistants;
 - c. the Clerk of Council and Assistant Clerk;
 - d. the City Engineer and Assistant Engineer;
 - e. the members of all boards and commissions appointed by the Mayor or City Council;
 - f. all employees in the Department of Public Service and Properties; and
 - g. any temporary or part-time office or any position requiring qualifications of an expert.
3. Employees assigned to an unclassified position are at-will employees who may be removed at any time.
4. The classified service shall consist of all other positions except those listed in Section 2.2(A)(2).
5. After completion of the probationary period, employees assigned to classified positions (other than temporary and emergency appointments which, by their nature, are for a limited duration) may be removed only for cause.

B. TYPE OF APPOINTMENT AND HOURS OF WORK

1. Positions of employment or appointment in the City are designated full-time, part-time, temporary or seasonal. Policies described in this Manual and communicated by the City to all employees may apply only to certain classifications of employees. If an employee is unsure of how their position is classified, they are to inquire with the Finance Director.
 - a. Full-time employees are employees who are regularly scheduled to work at least thirty-five (35) hours per week. Full-time employees are eligible for all City benefits.

- b. Part-time employees are employees who are regularly scheduled to work fewer than thirty-five (35) hours per week. Part-time employees may be eligible for some, but not all, City benefits, and some benefits may only be available on a prorated basis.
- c. Temporary employees are employees who are employed with the City for limited periods (i.e., up to 6 months) related to the duration of their specific job duties and/or the project for which the City employed them. Temporary employees may be eligible for some, but not all, City benefits, and some benefits may only be available on a prorated basis.
- d. Seasonal employees, including, but not limited to internship employees, are employees who are employed with the City for limited periods during the calendar year related to the nature of their job duties. Seasonal employees may be eligible for some, but not all, City benefits, and some benefits may only be available on a prorated basis.

C. FAIR LABOR STANDARDS ACT

- 1. Positions in the City are designated non-exempt or exempt in accordance with the Fair Labor Standards Act. All employees, upon hire, shall be informed by the City, through its Finance Department, whether the position is exempt or non-exempt. Any employee with questions about whether their position is exempt or non-exempt should consult with the Finance Director.
 - a. Non-exempt employees are employees who are covered by the overtime provisions of the Federal Fair Labor Standards Act and applicable state wage/hour laws. Non-exempt employees are entitled to an overtime premium in accordance with state and federal law.
 - b. Exempt employees are salaried employees whose work duties exempt them from the overtime provisions of the Federal Fair Labor Standards Act and any applicable state wage/hour laws.

Section 2.3**POSITION DESCRIPTION**

- A. An official position description exists for each employee position, filled or vacant, and includes:
1. Title;
 2. Department;
 3. Type of appointment;
 4. Designation of classified/unclassified service;
 5. Designation under the Fair Labor Standards Act;
 6. Pay classification;
 7. Statement of general purpose;
 8. Chain of command (reporting structure);
 9. Job duties;
 10. Designation of essential functions;
 11. Minimum occupational qualifications including prior experience, education, knowledge, skills and abilities;
 12. Physical requirements in order to perform the essential functions of the job; and
 13. Scheduling demands and constraints.
- B. Position descriptions may periodically be updated with minor additions or deletions.
- C. Department Directors submitting requests to fill vacant, existing employee positions or to establish new employee positions must submit to the Mayor or their designee an updated or new job description detailing the items noted above, if such a position description does not already exist. The Mayor or their designee, in consultation with the Department Director, will establish the minimum occupational qualifications for the position and compile the official position description.

Section 2.4**RECRUITMENT, SELECTION, AND APPOINTMENT****A. RECRUITMENT**

1. The Mayor will determine if a vacancy exists and approve new positions, subject to City Council approval of staffing limits.
2. Before advertising for or hiring personnel, Department Directors must seek the Mayor's approval to fill the vacant or new position.
3. For a vacancy in the unclassified service of the City, Department Directors must submit the proposed position description and classified advertisement to the Mayor. The Department Director and the Mayor will:
 - a. Establish the occupational qualifications and compile the official position description, if necessary.
 - b. Recommend the appropriate salary classification for the position, if not already established.
 - c. Review the classified advertisement for form, content, and compliance with equal employment opportunity legislation, as well as other legal requirements.
 - d. Compile the official posting notice for the position.
4. The Mayor has final approval of the job description and salary assignment for all positions.
5. The Mayor and the Finance Director will ensure that all hiring shall comply with Federal and State Civil Rights Laws, all regulations of the Equal Employment Opportunity Commission and Ohio Civil Rights Commission and Civil Service Rules.

B. ANNOUNCEMENT OF VACANCIES

1. The Mayor shall publicly announce, by appropriate means, all vacancies to be filled other than by promotion, transfer or reinstatement, and shall maintain a list of announced vacancies for public inspection.
2. Each announcement, insofar as practicable, shall specify the title, salary, nature of the job, required qualifications, type of selection procedure to be used, and the deadline for and method of application.

C. APPLICATION

1. A prospective employee must submit a resume and cover letter to the Mayor or their designee in order to be considered for a position or vacancy.

2. A current employee should indicate interest in a vacancy to their direct supervisor and the hiring supervisor and submit a resume and cover letter for the appropriate job posting.
3. Applications for a position in the classified service must conform to the Civil Service Rules.

D. PROMOTION

1. Vacancies in positions in the unclassified service shall be filled, insofar as practicable, by promotions. It is the City's philosophy to hire from within, subject to applicable collective bargaining agreements, if any.
2. All promotions in the unclassified service to a higher classification will begin a new probationary period, unless prohibited by a collective bargaining agreement. For purposes of this Employee Manual, the term "promotion" shall refer to the offer and acceptance to a position of employment resulting in higher rank or greater job responsibilities and/or a higher rate or level of pay.
3. Unless prohibited by an applicable Civil Service Rule or collective bargaining agreement, an employee serving a probationary period after a promotion may be returned to their former classification and rate of pay at any time prior to the end of the probationary period if work performance, behavior and/or work attitude is not satisfactory.
4. All promotions in the classified service shall be done in accordance with the Civil Service Rules and any applicable collective bargaining agreement.

E. REASSIGNMENT/TRANSFER

1. An employee holding a position in the unclassified service is considered to have been reassigned when they are given a similar position in another office or department which has the same pay and similar duties.
2. Reassignments will be made at the discretion of the Mayor and the Department Director(s). The Mayor and Department Director(s) may initiate a reassignment if the reassignment would be in the best interest of the City.
3. Reassignments and transfers in the classified service shall be done in accordance with the applicable collective bargaining agreement, if any, and Civil Service Rules.

F. VOLUNTARY DEMOTION

1. Any employee may request a demotion to a vacancy in a lower position by submitting a written request. Qualified employees who wish to be voluntarily demoted or reassigned will be considered with other applicants for such vacant positions but will not be granted preference. The employee will be reasonably accommodated in the lower position if they are selected, and if they otherwise qualify for the position.

2. Approval of voluntary demotion is at the discretion of the Mayor and Department Head(s).
3. A voluntarily demoted employee will have their pay reduced within the pay range of the lower classification.

G. REINSTATEMENT

1. Within one (1) year of resignation, an employee in an unclassified position who resigns in good standing may request reinstatement to their former position if it is vacant, or a vacancy in a similar position or lower grade is available. To be considered for reinstatement, the employee must remain qualified to perform the duties of the position and reinstatement must be in the best interest of the City. Reinstatement may be granted provided there are no former employees of the department who have been laid off and are awaiting reinstatement. Reinstatement is at the discretion of the Mayor. An employee who is reinstated shall retain all prior service credit they had at the time of resignation.
2. Reinstatement to a classified position shall be in accordance with the Civil Service Rules and any applicable collective bargaining agreement.

H. INTERIM APPOINTMENT

If there is no qualified employee on a certified eligibility list or no current employee qualifies, the Civil Service Commission shall notify that nomination for temporary appointment may be made to fill the position until an eligibility list can be created, but in no event to exceed a period of one hundred eighty (180) days.

I. INTERVIEWING AND TESTING

1. An applicant will receive a copy of the job description before being interviewed or tested.
2. The Department Directors will interview candidates who appear to possess the knowledge, skills, and/or abilities necessary to perform the duties of the vacant position. Qualifications, not length of service, will be used to determine internal reassignments or promotions.
3. Reference checks, background checks and job-related testing procedures will be conducted as necessary. An applicant for a position that requires a license must present the license and any other relevant or requested documentation for verification. Any job-related employment tests will be administered in an objective manner.
4. An applicant will be eliminated from consideration if they:
 - a. Do not possess the knowledge, skills, and/or abilities necessary to effectively perform the duties of the vacant position;

- b. Have made a false statement of material fact on their resume or cover letter or any supplements;
 - c. Have committed or attempted to commit a fraudulent act at any stage of the selection process; or
 - d. Have a record of a felony conviction within the last five years, depending on the underlying circumstances and the position sought.
5. The City is under no obligation to inform an unsuccessful applicant of the reason they were not hired unless the reason stems from information obtained during the background verification process.

J. VERIFICATION, APPROVAL AND OFFER

- 1. An applicant under consideration in a position requiring an educational degree or license will have their qualifications verified.
- 2. Failure by an employee to maintain a current required license may result in disciplinary action, up to and including discharge.
- 3. The most qualified applicant(s) will be recommended by the Department Director to the Mayor if the position is unclassified, and/or the Civil Service Commission if the position is classified.
- 4. If an applicant is hired and it is subsequently discovered that any of the above disqualifying criteria apply, the employee is subject to discipline, up to and including discharge.
- 5. Applicants considered for recommendation to the Mayor will be screened for prior criminal convictions, civil lawsuits, and negative credit reports. However, the City will not inquire about criminal history on the application itself.
- 6. No individual may begin working for the City until their appointment is approved by the Mayor and the results of any verification process have been concluded.

Section 2.5**EMPLOYMENT OF RELATIVES**

Members of the same family engaged in employment with the City will not be placed in a direct supervisory line with one another except where appointments are made by Civil Service examination and the Civil Service Commission approves the appointment. Any Department Director recommending employment of a relative of a current employee shall notify the Mayor.

For purposes of this policy, “family” includes parents, parents of spouse, spouse and children of the employee, brothers and sisters of the employee, brothers and sisters of spouse, grandparents, grandchildren, spouse of children, step-parents of the employee, step-parents of the spouse, step-children, as well as other relatives living with the employee if the employee is acting as parent or guardian.

Section 2.6**APPLICATION RECORDS**

All employment resumes, applications, cover letters, and other related documents the City receives that do not result in employment will be kept in accordance with the City's records retention policies.

Section 2.7**EMPLOYMENT ELIGIBILITY**

An offer of employment is tentative, and subject to the applicant meeting the following requirements. Failure to meet the requirements will result in withdrawal of any employment offer:

A. IMMIGRATION/CITIZENSHIP STATUS

1. The City will not discriminate in recruitment, hiring, or discharge on the basis of a person's national origin or citizenship status.
2. A newly hired employee must provide suitable documentation and complete Department of Homeland Security Form I-9 to verify identity and employment eligibility prior to start date.

B. DRIVING RECORD CHECK

1. The City, through the Police Department, will conduct background checks which include driving history results. In addition, driver's license validity will be verified prior to hire. Classification as an "unacceptable driver," defined below, will be reason for the City, at its sole discretion, to withdraw its offer of employment or cause for the dismissal, or reassignment of an employee.
2. The background check and driving history results will be reviewed against the following criteria to determine if the individual can be permitted to operate a motor vehicle on behalf of the City and be insured with the City's insurance policy. In addition, an employee operating a City vehicle, or a private vehicle for City business, must provide and keep on file a copy of a current and valid automobile/liability insurance policy. An "unacceptable driver" is defined as one who, during the previous three (3) to five (5) year period, has received any one of the following:
 - a. A conviction for driving while under the influence of alcohol or drugs within twenty-four (24) months of the date of application, or in the case of an active employee whose job requires driving a City vehicle, two such convictions within five (5) years.
 - b. A closer review and assessment of the nature and severity will be considered for the following circumstances:
 - i. Any operator license suspension.
 - ii. Two (2) or more chargeable or "at-fault" accidents.
 - iii. Four (4) moving violations for which a total of eight (8) or more points were charged.
 - c. This sub-section applies to any current employee who drives on behalf of the City. If an employee is charged with OVI, they must report the charge to the City within forty-eight (48) hours of being charged. If the employee does not report the charge and the City later discovers it, the employee will be subject to discipline

including, at the City's discretion, being labeled as an "unacceptable driver" and/or termination.

C. POST-OFFER MEDICAL EXAM

An offer of employment may be contingent upon satisfactory completion of a medical examination. A physical and/or mental examination by a qualified physician may be required by the City prior to employment to ensure that selected job applicants are physically and mentally able to perform the duties of the position for which they are applying. Examinations may include any job-related examination determined to be a pre-employment requirement. The City shall select the physician to administer the medical examination and shall pay the cost.

D. FELONY CONVICTIONS

An applicant under consideration will be screened by the City's Police Department, or its designee, for prior felony convictions. However, the City will not inquire about an applicant's criminal background on the initial application itself. An applicant may be deemed ineligible for employment if they have been convicted of a felony.

E. PROFESSIONAL VERIFICATION

1. An applicant under consideration in a position requiring an educational degree or license will have their qualifications verified.
2. Failure by an employee to maintain a current required license may result in disciplinary action, up to and including discharge.

F. CIVIL SERVICE COMMISSION

Applicants for positions requiring civil service appointment must be confirmed by the Civil Service Commission.

Section 2.8**CLASSIFICATION PLACEMENT**

- A. Positions are grouped into classifications on the basis of similar duties and qualifications. Compensation is determined, in part, by the job classification.

- B. The duties and responsibilities of each position will be periodically reviewed and adjusted. When the position duties have changed significantly, the employee or their supervisor may request that the position description be modified by the Finance Director to reflect actual current duties for placement in a different classification subject to the approval of the Mayor and City Council when necessary.

Section 2.9**PROBATIONARY PERIOD****A. CLASSIFIED EMPLOYEES****1. Duration**

- a. Newly hired employees will serve a probationary period of twelve (12) months from date of hire unless otherwise established by the Ohio Revised Code, Civil Service Rules, or a collective bargaining agreement.
- b. The time during which an employee is on a leave of absence will not be counted toward the employee's probationary period. A probationary employee who takes sick leave may have their probationary time extended by the amount of sick time taken.
- c. Newly appointed part-time employees will also serve a probationary period of twelve (12) months from the date of appointment unless otherwise established by the Ohio Revised Code or a collective bargaining agreement.

2. An employee whose employment has terminated and is rehired shall be considered a new employee subject to the probationary provisions.

3. The Mayor or Department Director shall inform the Civil Service Commission, in writing, of their decision to either to appoint or remove a probationary employee at any time, consistent with the Civil Service Rules.

4. A newly hired probationary employee may be removed, reduced or suspended at any time during the probationary period. Notice of such action shall be given to the Civil Service Commission and the Commission may, upon application by the probationary employee, review the dismissal, but is not required to do so.

B. PROBATIONARY PERIOD UPON PROMOTION, LATERAL TRANSFER OR DEMOTION

1. Employees in an unclassified position who are promoted, reassigned or demoted to a position shall serve a new probationary period of twelve (12) months. Employees may be removed from the promoted position for cause or no cause at any time during the probationary period.

2. Employees in an unclassified position who have been removed during the probationary period shall be returned to the position that they held prior to the promotion. If such position no longer exists, or if no other suitable position can be found with the City, the employee will be placed on layoff.

C. UNCLASSIFIED EMPLOYEES

An unclassified employee is an at-will employee and is not subject to a probationary period.

**SECTION 3
COMPENSATION**

Section 3.1	Workweek
Section 3.2	Time Sheets and Timecards Non-Exempt Employees Exempt Employees Violation
Section 3.3	Paychecks
Section 3.4	Payroll Deductions Retirement Income Taxes Medicare Tax Health, Prescription, and Dental Insurance Premiums Voluntary Deductions Garnishments/Child Support Deductions Union Dues Deferred Compensation
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Section 3.7	Reimbursement of Expenses Transportation Lodging Meals and Incidentals Requesting Reimbursement

Section 3.1**WORKWEEK**

The workweek for purposes of payroll begins at 12:00AM (midnight) on Sunday and ends at 11:59PM on Saturday for all employees. Those departments with collective bargaining agreements will have their reporting periods governed by the applicable collective bargaining agreement(s).

Section 3.2

TIME SHEETS AND TIMECARDS

A. NON-EXEMPT EMPLOYEES

1. Non-exempt employees are required to accurately keep track of their time in the manner prescribed by their supervisor, their position description or their applicable collective bargaining agreement; electronic time keeping systems may be substituted for paper time sheets/timecards. These must include hours worked and any leave used. Time sheets/cards must be filled out by employees and signed by the employee and their supervisor. Such employees are required to record the beginning and end of a workday, as well as all meal and break periods.
2. A non-exempt employee is not permitted to report in more than seven (7) minutes prior to their scheduled starting time or work more than seven (7) minutes after their scheduled quitting time, without prior supervisory approval.
3. Employees are not permitted to work during a meal period without prior authorization from their supervisor.
4. Filling out another employee's time sheet or timecard is grounds for disciplinary action; however, if an employee neglects or forgets to record time data as required, they should alert their supervisor who will record the missing data and initial it.
5. Employees are required to sign their time sheet or timecard.

B. EXEMPT EMPLOYEES

Exempt employees are required to keep time sheets or timecards as determined by the Mayor and/or Finance Director, accurately recording work time and any leave used.

C. VIOLATION

Any employee who falsifies a time sheet or timecard shall be subject to discipline, up to and including termination. In addition, the employee may be required to pay back any additional sums improperly received due to the falsified timecard or time sheet.

Section 3.3**PAYCHECKS**

- A. All employees are paid on a bi-weekly basis on the Thursday following the end of the pay period. If a payday falls on a holiday, paychecks will be issued the preceding workday.
- B. Questions concerning paychecks should be directed to the Finance Department. Any required adjustments will be made after a matter is resolved and approved by the Finance Director.
- C. Pay advances are not permitted.
- D. If an employee is overpaid or underpaid, the adjustment may be made after the matter is resolved.
- E. Direct deposit of paychecks is required. However, in extenuating circumstances, and with the prior approval of the Finance Director, a paper check may be issued.
- F. Any changes or deductions will be made after the Finance Department receives notice from the employee or Department Director along with providing sufficient documentation. Employees who resign or leave employment shall receive their last paycheck on the regularly scheduled payday after their last pay period of employment, provided that the Finance Department receives notice from the Department Director in time to meet that payroll calculation. Employees who are entitled to separation compensation due to unused vacation, sick, compensatory, or other pay, will be given this extra separation compensation on the payday following their last regular payday. Deductions may be made for any City property that has not been returned by a separated employee.

Section 3.4**PAYROLL DEDUCTIONS**

Payroll deductions are made from an employee's paycheck as required by law, employee benefit plans, or as requested by the employee. These deductions are itemized on the pay statement that accompanies the employee paycheck.

A. RETIREMENT**1. Ohio Public Employees' Retirement System (OPERS)**

State law requires that all City employees contribute to OPERS unless they contribute to another retirement system, such as the Ohio Police and Fire Pension Fund. The OPERS Board of Directors sets the contribution rates for both the employee and the City in accordance with the Ohio Revised Code and the contribution rates are based on the employee's gross pay.

2. Ohio Police and Fire Pension Fund (OP&F)

State law requires all full-time police officers and all full-time firefighters to contribute to OP&F, unless they contribute to another retirement system, such as OPERS. The OP&F sets the contribution rates for both the employee and the City in accordance with the Ohio Revised Code and the contribution rates are based on the employee's gross pay.

B. INCOME TAXES

Federal, state, and municipal taxes will be withheld as required by law. The City withholds mandatory municipal income tax withholdings for the City of University Heights. The City withholds courtesy municipal income tax withholdings for the city where the employee resides.

C. MEDICARE TAX

Each employee will have Medicare taxes, in the amount required by law, deducted from their pay.

D. HEALTH, PRESCRIPTION, AND DENTAL INSURANCE PREMIUMS

The City shall provide group health, prescription, and dental insurance coverage for any qualified employees. An employee who is enrolled in such a plan will have any employee share of premiums deducted from their paycheck, subject to change when the insurance contract is renewed annually and in accordance with ordinances passed by City Council.

E. VOLUNTARY DEDUCTIONS

An employee may authorize, in writing, payroll deductions for deferred compensation, a 529 Plan, and/or supplemental life and short-term disability insurance as offered by the City. The City may refuse to make deductions that are not required by law or agreement or have not been implemented by the Finance Director.

F. GARNISHMENTS/CHILD SUPPORT DEDUCTIONS

CITY OF UNIVERSITY HEIGHTS EMPLOYEE POLICIES AND PROCEDURES MANUAL

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**SECTION 1
INTRODUCTION AND GENERAL EMPLOYMENT CONDITIONS**

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A. INTRODUCTION

The Employee Policies and Procedures Manual (“Manual”) contains polices for the employees of the City of University Heights (“City”), except as may be specifically exempted by law or reporting to independent boards or commissions, unless those boards or commissions have adopted the Manual. These policies do not, nor shall they be construed, to violate any collective bargaining agreement between the City and any recognized bargaining unit. All City employees are required to be familiar with the contents of this Manual.

B. PURPOSE OF POLICIES

1. The Manual is a guide to be used by the administration of the City to ensure consistent and nondiscriminatory application of the conditions of employment. The policies contained in this Manual are subject to, and in accordance with, the laws of the State of Ohio.
2. Due to the special nature of the duties and responsibilities of members of the City’s safety forces (Police and Fire Departments), the appropriate Chief may have adopted specific policies or standard operating procedures or may be operating under one or more collective bargaining agreements. Where those policies and/or procedures conflict with these policies, and are in full accordance with all legal requirements, the specific Police or Fire Department policy shall govern. In addition, where those policies and/or procedures in other collective bargaining agreements negotiated by the City, conflict with these policies, and are in full accordance with all legal requirements, the specific collective bargaining agreement provision shall govern.
3. In the event there is a conflict between this Manual and the Civil Service Rules, the City’s Charter, or any other applicable law or legal document, the Civil Service Rules, applicable law or legal document will prevail.
4. In the event that future legislation invalidates or changes any of the provisions contained herein, the balance will remain in effect. Should any provision in this Manual be found unenforceable and invalid, such finding does not invalidate the entire Manual, but only that particular provision.

Section 1.2**OBJECTIVES**

It is the City's philosophy that providing personnel policies that aid in recruiting and retaining competent employees is vital to the success of the City. To that end, the policies and procedures stated in this Manual are designed to:

- A. Promote and increase productivity, efficiency, and responsiveness to the public;
- B. Promote high morale among City employees by fostering good working relationships and by providing uniform personnel policies, opportunity for advancement, and consideration of employees' needs;
- C. Provide fair and equal opportunity for qualified employees to enter and progress upon merit and proficiency as determined through objective and practical personnel management methods;
- D. Maintain recruitment, advancement, and tenure practices enhancing the attractiveness of a City career and encouraging each employee to give their best effort to the job and the public;
- E. Ensure that all activities are conducted in an ethical and legal manner to promote the City's reputation as an efficient, progressive body in the community and the State;
- F. Develop and maintain consistent, up-to-date position classification and compensation plans;
- G. Instruct all employees as to expected behavior while representing the interests of the City;
- H. Promote compliance with federal, state, and local laws and ordinances; and
- I. Promote and secure a safe and healthy work environment.

Section 1.3**MANAGEMENT RIGHTS**

- A. The policies in this Manual do not, and should not, be construed to limit the rights or privileges of the City Council, the Civil Service Commission, the Mayor, and Department Directors. These entities and officials are authorized to select, compensate, manage, evaluate, and discipline employees of the City in accordance with the Ohio Revised Code, the Rules of the Civil Service Commission, City ordinances, and/or collective bargaining agreements negotiated by the City.
- B. The Mayor or their designee, with the authority granted in the City Charter, and with the advice and consent of the City Law Director, maintains the ultimate authority to establish, interpret, and administer policies and direct the operations of the departments of the City.
- C. Department Directors are responsible for the day-to-day administration and application of the policies contained in this Manual as they pertain to the employees assigned to their individual departments. It is the responsibility of the Department Directors to be familiar with the contents of this Manual.
- D. In situations requiring administrative interpretation of the policies contained in this Manual, every effort will be made to ensure that such decisions are made objectively with the general intent of the policy in mind.
- E. There may be occasions when the City must add, delete, or revise specific policies or give current rules a different interpretation from the interpretations previously made. The Mayor has the right to change practices and policies, both written and unwritten, as conditions require. Updated policies will be issued to all Manual holders and communicated to all affected employees according to Section 1.4 – Policy Changes, Dissemination and Suggestions.
- F. The Mayor, Department Directors, and City Council retain the right to:
 - 1. Determine the City’s goals, objectives, programs and services to utilize employees in a manner designed to effectively and efficiently meet these purposes;
 - 2. Exercise complete control and discretion over the budget, organizational structure and method of performing the work required;
 - 3. Manage and determine the location type and number of physical facilities, equipment, and programs and work to be performed;
 - 4. Determine the adequacy, size, composition and qualifications of the work force, including when a job vacancy exists;
 - 5. Take necessary action to abolish, create, and/or modify position job descriptions;
 - 6. Determine the hours of work and work schedules, and to establish the work rules, policies and procedures for all employees;

7. Manage and direct employees, including the right to establish methods to select, hire, promote, transfer, assign, evaluate, supervise, layoff, recall, reprimand, suspend, discharge and discipline for just cause, and to maintain order among employees;
8. Determine the work rules, standards of quality, productivity and performance to be maintained, and the policies and procedures for all employees;
9. Determine the necessity to schedule overtime and the amount required thereof;
10. Determine and implement necessary actions in emergency situations;
11. Implement and enforce rules on workplace safety;
12. Maintain the security of records and other pertinent information;
13. Promote and increase productivity, efficiency, and responsiveness to the public;
14. Promote high morale among City employees by fostering good working relationships and by providing uniform personnel policies, opportunity for advancement, and consideration of employees' needs;
15. Provide fair and equal opportunity for qualified employees to enter and progress upon merit and proficiency as determined through objective and practical personnel management methods;

G. **Nothing in this Manual nor any interpretive or enforcement communication should be construed to grant a guaranteed right to continued employment or benefits. This Manual is NOT an employment contract. Employment with the City is not for a fixed term or a definite period and may be terminated at any time by either the employee or the City according to law. Any policy herein notwithstanding, unclassified employees serve at the pleasure of the Mayor.**

A. INTRODUCTION

It is essential that a system be established for implementing and administering the Manual. To ensure that this is done properly, specific administrative procedures for implementation have been developed.

B. ADMINISTRATIVE PROCEDURES

The specific administrative procedures for implementation and administration are as follows:

1. All employees are to be notified of the existence of these policies and the nature of the availability of these policies for their review;
2. All employees and any other personnel, as determined by the Mayor or their designee, shall be provided a copy of the Manual;
3. The Mayor or their designee shall keep a list of the names of those employees, and their job titles, who have received copies of the Manual;
4. All policies shall be compiled in a three-ring binder to allow for subsequent additions, deletions and/or revisions;
5. All revisions shall be issued by the Mayor or their designee and copies distributed to Manual holders. For each revision, a memorandum shall be attached to inform the Manual holder which policy is being altered. The effective date of the new or revised policy shall appear on the revisions. The Manual holders shall then include the revised policy in their copies; and
6. All employees shall be required to read this Manual and each employee shall sign a statement that they have read this Manual. The signed statement shall be placed in the employee's personnel file.

C. CHANGES TO THE MANUAL

1. It is the intent of the City to create and maintain personnel policies reflective of current laws, practices and trends.
2. Adoption, revision or deletion of personnel policies requires approval by the Mayor or their designee. Changes to the Manual that have financial implications for the City may require approval from City Council.
3. The most recent version of a policy as adopted by the City supersedes all previous policies and related interpretative communications.
4. The Mayor or their designee is charged with maintaining a complete, accurate, and up-to-date compilation of the approved personnel policies.

5. In the case of an emergency or an adverse safety situation, the Mayor may implement or suspend policies without notice.

D. POLICY INTERPRETATIONS

1. Official policy interpretations are those approved, or provided directly, by the Mayor or their designee.
2. There may be times when the Mayor or their designee must give current policies a different interpretation from those interpretations previously made.
3. The Mayor or their designee has the right to change practices and policies, both written and unwritten, as business requires.

Section 1.5**DEPARTMENT RULES AND REGULATIONS**

- A. Department Directors are responsible for the operation of their departments and for implementing the policies and procedures contained in this Manual.
- B. With the approval of the Mayor, Department Directors may develop and implement standard operating procedures for their respective departments. Department standard operating procedures shall not conflict with the policies and procedures as set forth in the Manual, with the exception of the Police and Fire Departments. See Section 1.1 – Introduction and Purpose of Policies.
- C. In certain departments where there is a collective bargaining agreement, and where applicable, the terms and conditions of a collective bargaining agreement must be followed and will take precedence over any conflicting departmental standard operating procedure.

Section 1.6**FAIR EMPLOYMENT PRACTICES**

- A. The City is an equal opportunity employer.
- B. In accordance with State and Federal law, the following will not be taken into consideration or serve as the basis for employment-related decisions including those affecting selection, compensation or benefits, discipline, evaluation or termination: race, color, religion, creed, age, sex, sexual orientation, national origin, ancestry, armed forces veteran status and/or possessing a disability (that does not affect the individual's ability to perform the essential functions of a position with or without reasonable accommodation).
- C. No employee may aid, abet, compel, coerce or conspire to discharge, harass or cause another to resign because of race, color, religion, creed, age, sex, sexual orientation, national origin or ancestry, or disability. Employees proven to have engaged in this type of behavior will be subject to disciplinary action, up to and including termination.
- D. Notices of competitive examinations, advertisements and vacancy postings will be accessible to members of the community and general public and include an Equal Employment Opportunity Statement.
- E. The City hereby appoints the Law Director as the City's Equal Employment Opportunity Officer. All alleged violations of this policy must be reported to the Law Director or their designee by the affected employee or other person with knowledge of the violation. The Law Director or their designee shall conduct timely and thorough investigations in accordance with Section 7.1 – Complaint Procedure.
- F. The City shall make good-faith efforts to ensure contractors and subcontractors who perform work for the City comply with all Federal, State and local equal employment opportunity policies and identify themselves as Equal Opportunity Employers.
- G. The City shall maintain records as required by the Equal Employment Opportunity Commission and/or the Ohio Civil Rights Commission

Section 1.7 FRAUD HOTLINE

The Ohio Auditor of State's Office maintains a system for the reporting of fraud, including misuse of public money by any official or office. The system allows for all Ohio citizens, including public employees, the opportunity to make anonymous complaints through a tollfree number, the State Auditor's website, or through the United States mail.

Complaints can be made via:

Telephone: 1-866- FRAUD OH (1-866-372-8364)

U.S. Mail: Ohio Auditor of State's Office Special Investigation Unit, 88 East Broad Street, P.O. Box 1140, Columbus, OH 43215.

Website: www.ohioauditor.gov

**SECTION 2
RECRUITMENT, SELECTION AND APPOINTMENT**

Section 2.1	Applicability and Scope
Section 2.2	Classified and Unclassified Employment Civil Service Classification Type of Appointment and Hours of Work Fair Labor Standards Act
Section 2.3	Position Description
Section 2.4	Recruitment, Selection and Appointment Recruitment Announcement of Vacancies Application Promotion Reassignment/Transfer Voluntary Demotion Reinstatement Interim Appointment Interviewing and Testing Verification, Approval and Offer
Section 2.5	Employment of Relatives
Section 2.6	Application Records
Section 2.7	Employment Eligibility Immigration/Citizenship Status Driving Record Check Post-Offer Medical Exam Felony Convictions Professional Verification Civil Service Commission
Section 2.8	Classification Placement
Section 2.9	Probationary Period Classified Employees Probationary Period Upon Promotion, Lateral Transfer or Demotion Unclassified Employees

Section 2.1**APPLICABILITY AND SCOPE**

- A. For any position subject to Civil Service, recruitment, selection and hiring is subject to the Civil Service Rules.
- B. For any positions not subject to Civil Service, but subject to a collective bargaining agreement, recruitment, selection, and hiring is subject to the provisions of each respective collective bargaining agreement and the provisions of this Section, but only where the provisions of this Section do not conflict with the provisions of the collective bargaining agreement.
- C. Recruitment, selection and hiring for all other positions is subject to this Section.

Section 2.2**CLASSIFIED AND UNCLASSIFIED EMPLOYMENT****A. CIVIL SERVICE CLASSIFICATION**

1. Positions in the City are designated as classified or unclassified as established by Ohio Revised Code Section 124.11, the City Charter, and the Civil Service Rules.
2. The unclassified service in the City shall consist of the following positions:
 - a. all officers elected by the people;
 - b. all Directors, heads and chiefs of departments and divisions and their assistants;
 - c. the Clerk of Council and Assistant Clerk;
 - d. the City Engineer and Assistant Engineer;
 - e. the members of all boards and commissions appointed by the Mayor or City Council;
 - f. all employees in the Department of Public Service and Properties; and
 - g. any temporary or part-time office or any position requiring qualifications of an expert.
3. Employees assigned to an unclassified position are at-will employees who may be removed at any time.
4. The classified service shall consist of all other positions except those listed in Section 2.2(A)(2).
5. After completion of the probationary period, employees assigned to classified positions (other than temporary and emergency appointments which, by their nature, are for a limited duration) may be removed only for cause.

B. TYPE OF APPOINTMENT AND HOURS OF WORK

1. Positions of employment or appointment in the City are designated full-time, part-time, temporary or seasonal. Policies described in this Manual and communicated by the City to all employees may apply only to certain classifications of employees. If an employee is unsure of how their position is classified, they are to inquire with the Finance Director.
 - a. Full-time employees are employees who are regularly scheduled to work at least thirty-five (35) hours per week. Full-time employees are eligible for all City benefits.

- b. Part-time employees are employees who are regularly scheduled to work fewer than thirty-five (35) hours per week. Part-time employees may be eligible for some, but not all, City benefits, and some benefits may only be available on a prorated basis.
- c. Temporary employees are employees who are employed with the City for limited periods (i.e., up to 6 months) related to the duration of their specific job duties and/or the project for which the City employed them. Temporary employees may be eligible for some, but not all, City benefits, and some benefits may only be available on a prorated basis.
- d. Seasonal employees, including, but not limited to internship employees, are employees who are employed with the City for limited periods during the calendar year related to the nature of their job duties. Seasonal employees may be eligible for some, but not all, City benefits, and some benefits may only be available on a prorated basis.

C. FAIR LABOR STANDARDS ACT

- 1. Positions in the City are designated non-exempt or exempt in accordance with the Fair Labor Standards Act. All employees, upon hire, shall be informed by the City, through its Finance Department, whether the position is exempt or non-exempt. Any employee with questions about whether their position is exempt or non-exempt should consult with the Finance Director.
 - a. Non-exempt employees are employees who are covered by the overtime provisions of the Federal Fair Labor Standards Act and applicable state wage/hour laws. Non-exempt employees are entitled to an overtime premium in accordance with state and federal law.
 - b. Exempt employees are salaried employees whose work duties exempt them from the overtime provisions of the Federal Fair Labor Standards Act and any applicable state wage/hour laws.

Section 2.3**POSITION DESCRIPTION**

- A. An official position description exists for each employee position, filled or vacant, and includes:
1. Title;
 2. Department;
 3. Type of appointment;
 4. Designation of classified/unclassified service;
 5. Designation under the Fair Labor Standards Act;
 6. Pay classification;
 7. Statement of general purpose;
 8. Chain of command (reporting structure);
 9. Job duties;
 10. Designation of essential functions;
 11. Minimum occupational qualifications including prior experience, education, knowledge, skills and abilities;
 12. Physical requirements in order to perform the essential functions of the job; and
 13. Scheduling demands and constraints.
- B. Position descriptions may periodically be updated with minor additions or deletions.
- C. Department Directors submitting requests to fill vacant, existing employee positions or to establish new employee positions must submit to the Mayor or their designee an updated or new job description detailing the items noted above, if such a position description does not already exist. The Mayor or their designee, in consultation with the Department Director, will establish the minimum occupational qualifications for the position and compile the official position description.

Section 2.4**RECRUITMENT, SELECTION, AND APPOINTMENT****A. RECRUITMENT**

1. The Mayor will determine if a vacancy exists and approve new positions, subject to City Council approval of staffing limits.
2. Before advertising for or hiring personnel, Department Directors must seek the Mayor's approval to fill the vacant or new position.
3. For a vacancy in the unclassified service of the City, Department Directors must submit the proposed position description and classified advertisement to the Mayor. The Department Director and the Mayor will:
 - a. Establish the occupational qualifications and compile the official position description, if necessary.
 - b. Recommend the appropriate salary classification for the position, if not already established.
 - c. Review the classified advertisement for form, content, and compliance with equal employment opportunity legislation, as well as other legal requirements.
 - d. Compile the official posting notice for the position.
4. The Mayor has final approval of the job description and salary assignment for all positions.
5. The Mayor and the Finance Director will ensure that all hiring shall comply with Federal and State Civil Rights Laws, all regulations of the Equal Employment Opportunity Commission and Ohio Civil Rights Commission and Civil Service Rules.

B. ANNOUNCEMENT OF VACANCIES

1. The Mayor shall publicly announce, by appropriate means, all vacancies to be filled other than by promotion, transfer or reinstatement, and shall maintain a list of announced vacancies for public inspection.
2. Each announcement, insofar as practicable, shall specify the title, salary, nature of the job, required qualifications, type of selection procedure to be used, and the deadline for and method of application.

C. APPLICATION

1. A prospective employee must submit a resume and cover letter to the Mayor or their designee in order to be considered for a position or vacancy.

2. A current employee should indicate interest in a vacancy to their direct supervisor and the hiring supervisor and submit a resume and cover letter for the appropriate job posting.
3. Applications for a position in the classified service must conform to the Civil Service Rules.

D. PROMOTION

1. Vacancies in positions in the unclassified service shall be filled, insofar as practicable, by promotions. It is the City's philosophy to hire from within, subject to applicable collective bargaining agreements, if any.
2. All promotions in the unclassified service to a higher classification will begin a new probationary period, unless prohibited by a collective bargaining agreement. For purposes of this Employee Manual, the term "promotion" shall refer to the offer and acceptance to a position of employment resulting in higher rank or greater job responsibilities and/or a higher rate or level of pay.
3. Unless prohibited by an applicable Civil Service Rule or collective bargaining agreement, an employee serving a probationary period after a promotion may be returned to their former classification and rate of pay at any time prior to the end of the probationary period if work performance, behavior and/or work attitude is not satisfactory.
4. All promotions in the classified service shall be done in accordance with the Civil Service Rules and any applicable collective bargaining agreement.

E. REASSIGNMENT/TRANSFER

1. An employee holding a position in the unclassified service is considered to have been reassigned when they are given a similar position in another office or department which has the same pay and similar duties.
2. Reassignments will be made at the discretion of the Mayor and the Department Director(s). The Mayor and Department Director(s) may initiate a reassignment if the reassignment would be in the best interest of the City.
3. Reassignments and transfers in the classified service shall be done in accordance with the applicable collective bargaining agreement, if any, and Civil Service Rules.

F. VOLUNTARY DEMOTION

1. Any employee may request a demotion to a vacancy in a lower position by submitting a written request. Qualified employees who wish to be voluntarily demoted or reassigned will be considered with other applicants for such vacant positions but will not be granted preference. The employee will be reasonably accommodated in the lower position if they are selected, and if they otherwise qualify for the position.

2. Approval of voluntary demotion is at the discretion of the Mayor and Department Head(s).
3. A voluntarily demoted employee will have their pay reduced within the pay range of the lower classification.

G. REINSTATEMENT

1. Within one (1) year of resignation, an employee in an unclassified position who resigns in good standing may request reinstatement to their former position if it is vacant, or a vacancy in a similar position or lower grade is available. To be considered for reinstatement, the employee must remain qualified to perform the duties of the position and reinstatement must be in the best interest of the City. Reinstatement may be granted provided there are no former employees of the department who have been laid off and are awaiting reinstatement. Reinstatement is at the discretion of the Mayor. An employee who is reinstated shall retain all prior service credit they had at the time of resignation.
2. Reinstatement to a classified position shall be in accordance with the Civil Service Rules and any applicable collective bargaining agreement.

H. INTERIM APPOINTMENT

If there is no qualified employee on a certified eligibility list or no current employee qualifies, the Civil Service Commission shall notify that nomination for temporary appointment may be made to fill the position until an eligibility list can be created, but in no event to exceed a period of one hundred eighty (180) days.

I. INTERVIEWING AND TESTING

1. An applicant will receive a copy of the job description before being interviewed or tested.
2. The Department Directors will interview candidates who appear to possess the knowledge, skills, and/or abilities necessary to perform the duties of the vacant position. Qualifications, not length of service, will be used to determine internal reassignments or promotions.
3. Reference checks, background checks and job-related testing procedures will be conducted as necessary. An applicant for a position that requires a license must present the license and any other relevant or requested documentation for verification. Any job-related employment tests will be administered in an objective manner.
4. An applicant will be eliminated from consideration if they:
 - a. Do not possess the knowledge, skills, and/or abilities necessary to effectively perform the duties of the vacant position;

- b. Have made a false statement of material fact on their resume or cover letter or any supplements;
 - c. Have committed or attempted to commit a fraudulent act at any stage of the selection process; or
 - d. Have a record of a felony conviction within the last five years, depending on the underlying circumstances and the position sought.
5. The City is under no obligation to inform an unsuccessful applicant of the reason they were not hired unless the reason stems from information obtained during the background verification process.

J. VERIFICATION, APPROVAL AND OFFER

- 1. An applicant under consideration in a position requiring an educational degree or license will have their qualifications verified.
- 2. Failure by an employee to maintain a current required license may result in disciplinary action, up to and including discharge.
- 3. The most qualified applicant(s) will be recommended by the Department Director to the Mayor if the position is unclassified, and/or the Civil Service Commission if the position is classified.
- 4. If an applicant is hired and it is subsequently discovered that any of the above disqualifying criteria apply, the employee is subject to discipline, up to and including discharge.
- 5. Applicants considered for recommendation to the Mayor will be screened for prior criminal convictions, civil lawsuits, and negative credit reports. However, the City will not inquire about criminal history on the application itself.
- 6. No individual may begin working for the City until their appointment is approved by the Mayor and the results of any verification process have been concluded.

Section 2.5**EMPLOYMENT OF RELATIVES**

Members of the same family engaged in employment with the City will not be placed in a direct supervisory line with one another except where appointments are made by Civil Service examination and the Civil Service Commission approves the appointment. Any Department Director recommending employment of a relative of a current employee shall notify the Mayor.

For purposes of this policy, “family” includes parents, parents of spouse, spouse and children of the employee, brothers and sisters of the employee, brothers and sisters of spouse, grandparents, grandchildren, spouse of children, step-parents of the employee, step-parents of the spouse, step-children, as well as other relatives living with the employee if the employee is acting as parent or guardian.

Section 2.6**APPLICATION RECORDS**

All employment resumes, applications, cover letters, and other related documents the City receives that do not result in employment will be kept in accordance with the City's records retention policies.

Section 2.7**EMPLOYMENT ELIGIBILITY**

An offer of employment is tentative, and subject to the applicant meeting the following requirements. Failure to meet the requirements will result in withdrawal of any employment offer:

A. IMMIGRATION/CITIZENSHIP STATUS

1. The City will not discriminate in recruitment, hiring, or discharge on the basis of a person's national origin or citizenship status.
2. A newly hired employee must provide suitable documentation and complete Department of Homeland Security Form I-9 to verify identity and employment eligibility prior to start date.

B. DRIVING RECORD CHECK

1. The City, through the Police Department, will conduct background checks which include driving history results. In addition, driver's license validity will be verified prior to hire. Classification as an "unacceptable driver," defined below, will be reason for the City, at its sole discretion, to withdraw its offer of employment or cause for the dismissal, or reassignment of an employee.
2. The background check and driving history results will be reviewed against the following criteria to determine if the individual can be permitted to operate a motor vehicle on behalf of the City and be insured with the City's insurance policy. In addition, an employee operating a City vehicle, or a private vehicle for City business, must provide and keep on file a copy of a current and valid automobile/liability insurance policy. An "unacceptable driver" is defined as one who, during the previous three (3) to five (5) year period, has received any one of the following:
 - a. A conviction for driving while under the influence of alcohol or drugs within twenty-four (24) months of the date of application, or in the case of an active employee whose job requires driving a City vehicle, two such convictions within five (5) years.
 - b. A closer review and assessment of the nature and severity will be considered for the following circumstances:
 - i. Any operator license suspension.
 - ii. Two (2) or more chargeable or "at-fault" accidents.
 - iii. Four (4) moving violations for which a total of eight (8) or more points were charged.
 - c. This sub-section applies to any current employee who drives on behalf of the City. If an employee is charged with OVI, they must report the charge to the City within forty-eight (48) hours of being charged. If the employee does not report the charge and the City later discovers it, the employee will be subject to discipline

including, at the City's discretion, being labeled as an "unacceptable driver" and/or termination.

C. POST-OFFER MEDICAL EXAM

An offer of employment may be contingent upon satisfactory completion of a medical examination. A physical and/or mental examination by a qualified physician may be required by the City prior to employment to ensure that selected job applicants are physically and mentally able to perform the duties of the position for which they are applying. Examinations may include any job-related examination determined to be a pre-employment requirement. The City shall select the physician to administer the medical examination and shall pay the cost.

D. FELONY CONVICTIONS

An applicant under consideration will be screened by the City's Police Department, or its designee, for prior felony convictions. However, the City will not inquire about an applicant's criminal background on the initial application itself. An applicant may be deemed ineligible for employment if they have been convicted of a felony.

E. PROFESSIONAL VERIFICATION

1. An applicant under consideration in a position requiring an educational degree or license will have their qualifications verified.
2. Failure by an employee to maintain a current required license may result in disciplinary action, up to and including discharge.

F. CIVIL SERVICE COMMISSION

Applicants for positions requiring civil service appointment must be confirmed by the Civil Service Commission.

Section 2.8**CLASSIFICATION PLACEMENT**

- A. Positions are grouped into classifications on the basis of similar duties and qualifications. Compensation is determined, in part, by the job classification.

- B. The duties and responsibilities of each position will be periodically reviewed and adjusted. When the position duties have changed significantly, the employee or their supervisor may request that the position description be modified by the Finance Director to reflect actual current duties for placement in a different classification subject to the approval of the Mayor and City Council when necessary.

Section 2.9**PROBATIONARY PERIOD****A. CLASSIFIED EMPLOYEES****1. Duration**

- a. Newly hired employees will serve a probationary period of twelve (12) months from date of hire unless otherwise established by the Ohio Revised Code, Civil Service Rules, or a collective bargaining agreement.
- b. The time during which an employee is on a leave of absence will not be counted toward the employee's probationary period. A probationary employee who takes sick leave may have their probationary time extended by the amount of sick time taken.
- c. Newly appointed part-time employees will also serve a probationary period of twelve (12) months from the date of appointment unless otherwise established by the Ohio Revised Code or a collective bargaining agreement.

2. An employee whose employment has terminated and is rehired shall be considered a new employee subject to the probationary provisions.

3. The Mayor or Department Director shall inform the Civil Service Commission, in writing, of their decision to either to appoint or remove a probationary employee at any time, consistent with the Civil Service Rules.

4. A newly hired probationary employee may be removed, reduced or suspended at any time during the probationary period. Notice of such action shall be given to the Civil Service Commission and the Commission may, upon application by the probationary employee, review the dismissal, but is not required to do so.

B. PROBATIONARY PERIOD UPON PROMOTION, LATERAL TRANSFER OR DEMOTION

1. Employees in an unclassified position who are promoted, reassigned or demoted to a position shall serve a new probationary period of twelve (12) months. Employees may be removed from the promoted position for cause or no cause at any time during the probationary period.

2. Employees in an unclassified position who have been removed during the probationary period shall be returned to the position that they held prior to the promotion. If such position no longer exists, or if no other suitable position can be found with the City, the employee will be placed on layoff.

C. UNCLASSIFIED EMPLOYEES

An unclassified employee is an at-will employee and is not subject to a probationary period.

**SECTION 3
COMPENSATION**

Section 3.1	Workweek
Section 3.2	Time Sheets and Timecards Non-Exempt Employees Exempt Employees Violation
Section 3.3	Paychecks
Section 3.4	Payroll Deductions Retirement Income Taxes Medicare Tax Health, Prescription, and Dental Insurance Premiums Voluntary Deductions Garnishments/Child Support Deductions Union Dues Deferred Compensation
Section 3.5	Compensation Plan
Section 3.6	Overtime Compensation Non-Exempt Employees Exempt Employees Union Employees Compensatory Time
Section 3.7	Reimbursement of Expenses Transportation Lodging Meals and Incidentals Requesting Reimbursement

Section 3.1**WORKWEEK**

The workweek for purposes of payroll begins at 12:00AM (midnight) on Sunday and ends at 11:59PM on Saturday for all employees. Those departments with collective bargaining agreements will have their reporting periods governed by the applicable collective bargaining agreement(s).

Section 3.2**TIME SHEETS AND TIMECARDS****A. NON-EXEMPT EMPLOYEES**

1. Non-exempt employees are required to accurately keep track of their time in the manner prescribed by their supervisor, their position description or their applicable collective bargaining agreement; electronic time keeping systems may be substituted for paper time sheets/timecards. These must include hours worked and any leave used. Time sheets/cards must be filled out by employees and signed by the employee and their supervisor. Such employees are required to record the beginning and end of a workday, as well as all meal and break periods.
2. A non-exempt employee is not permitted to report in more than seven (7) minutes prior to their scheduled starting time or work more than seven (7) minutes after their scheduled quitting time, without prior supervisory approval.
3. Employees are not permitted to work during a meal period without prior authorization from their supervisor.
4. Filling out another employee's time sheet or timecard is grounds for disciplinary action; however, if an employee neglects or forgets to record time data as required, they should alert their supervisor who will record the missing data and initial it.
5. Employees are required to sign their time sheet or timecard.

B. EXEMPT EMPLOYEES

Exempt employees are required to keep time sheets or timecards as determined by the Mayor and/or Finance Director, accurately recording work time and any leave used.

C. VIOLATION

Any employee who falsifies a time sheet or timecard shall be subject to discipline, up to and including termination. In addition, the employee may be required to pay back any additional sums improperly received due to the falsified timecard or time sheet.

Section 3.3**PAYCHECKS**

- A. All employees are paid on a bi-weekly basis on the Thursday following the end of the pay period. If a payday falls on a holiday, paychecks will be issued the preceding workday.
- B. Questions concerning paychecks should be directed to the Finance Department. Any required adjustments will be made after a matter is resolved and approved by the Finance Director.
- C. Pay advances are not permitted.
- D. If an employee is overpaid or underpaid, the adjustment may be made after the matter is resolved.
- E. Direct deposit of paychecks is required. However, in extenuating circumstances, and with the prior approval of the Finance Director, a paper check may be issued.
- F. Any changes or deductions will be made after the Finance Department receives notice from the employee or Department Director along with providing sufficient documentation. Employees who resign or leave employment shall receive their last paycheck on the regularly scheduled payday after their last pay period of employment, provided that the Finance Department receives notice from the Department Director in time to meet that payroll calculation. Employees who are entitled to separation compensation due to unused vacation, sick, compensatory, or other pay, will be given this extra separation compensation on the payday following their last regular payday. Deductions may be made for any City property that has not been returned by a separated employee.

Section 3.4**PAYROLL DEDUCTIONS**

Payroll deductions are made from an employee's paycheck as required by law, employee benefit plans, or as requested by the employee. These deductions are itemized on the pay statement that accompanies the employee paycheck.

A. RETIREMENT**1. Ohio Public Employees' Retirement System (OPERS)**

State law requires that all City employees contribute to OPERS unless they contribute to another retirement system, such as the Ohio Police and Fire Pension Fund. The OPERS Board of Directors sets the contribution rates for both the employee and the City in accordance with the Ohio Revised Code and the contribution rates are based on the employee's gross pay.

2. Ohio Police and Fire Pension Fund (OP&F)

State law requires all full-time police officers and all full-time firefighters to contribute to OP&F, unless they contribute to another retirement system, such as OPERS. The OP&F sets the contribution rates for both the employee and the City in accordance with the Ohio Revised Code and the contribution rates are based on the employee's gross pay.

B. INCOME TAXES

Federal, state, and municipal taxes will be withheld as required by law. The City withholds mandatory municipal income tax withholdings for the City of University Heights. The City withholds courtesy municipal income tax withholdings for the city where the employee resides.

C. MEDICARE TAX

Each employee will have Medicare taxes, in the amount required by law, deducted from their pay.

D. HEALTH, PRESCRIPTION, AND DENTAL INSURANCE PREMIUMS

The City shall provide group health, prescription, and dental insurance coverage for any qualified employees. An employee who is enrolled in such a plan will have any employee share of premiums deducted from their paycheck, subject to change when the insurance contract is renewed annually and in accordance with ordinances passed by City Council.

E. VOLUNTARY DEDUCTIONS

An employee may authorize, in writing, payroll deductions for deferred compensation, a 529 Plan, and/or supplemental life and short-term disability insurance as offered by the City. The City may refuse to make deductions that are not required by law or agreement or have not been implemented by the Finance Director.

F. GARNISHMENTS/CHILD SUPPORT DEDUCTIONS

Court ordered garnishments, including child support payments, will be withheld.

G. UNION DUES

An employee, who is a member of a Union recognized as an exclusive bargaining agent, may authorize, by written notice provided to the Finance Director and Law Director, that dues be deducted according to the terms of the applicable collective bargaining agreement.

H. DEFERRED COMPENSATION

1. The City currently offers deferred compensation programs and extends the opportunity to participate to all eligible employees. The legal limit for deferred compensation contributions is as defined by law.
2. The deferred compensation program exists and serves in addition to any retirement, pension or benefit system established for the benefit of employees of the City. No deferral of income under the deferred compensation programs will affect a reduction of any retirement, pension or other benefit provided by law.
3. Interested employees may contact the Finance Department for additional information.

Section 3.5**COMPENSATION PLAN**

- A. The City, via ordinance, has established a compensation plan for employees that is hereby incorporated into this Manual. This compensation plan may be amended, changed or revised by the City from time to time, within the sole discretion of the City, subject to applicable collective bargaining agreements and applicable law. This plan establishes various wage ranges with assigned grades. Pay within a classification is based upon experience, performance, and length of service.

- B. The City Council has the authority to adopt a compensation plan and appropriate funds to be used for wages. The Mayor is responsible for placing each employee within the compensation plan and for ensuring the proper administration of the compensation system, with recommendations from Department Directors and the Finance Department. Any change in the recommended wage schedule will be made with due consideration to the rate of inflation, cost of living increases, the job market for classifications within the schedule, and the City's budget.

- C. Compensation for employees covered by a collective bargaining agreement, including longevity pay and other forms of compensation, shall be paid in accordance with the applicable collective bargaining agreement.

Section 3.6**OVERTIME COMPENSATION****A. NON-EXEMPT EMPLOYEES**

1. In general, City employees will not work more than forty (40) hours in a single workweek. If approved by the Mayor or their designee, and the employee's Department Director, flexible scheduling may be used to cover services within regularly scheduled hours.
2. Prior authorization from the employee's direct supervisor or their designee is required for all overtime worked by the employee. Failure to receive authorization for overtime may result in disciplinary action. In an emergency situation, if the employee's direct supervisor cannot be reached for approval, overtime may be worked without prior authorization. However, the situation must be recognized as an emergency by the employee's supervisor.
3. Scheduled overtime that is subsequently canceled for any reason shall not entitle the employee to overtime compensation. Only overtime actually worked is compensable.
4. Overtime compensation will be calculated as follows for employees not covered by a collective bargaining agreement:
 - a. If a Department Director may need an employee to work overtime, the employee may have the option of working the overtime, or subject to the Department Director's approval, may pass the opportunity on to another employee.
 - b. Unless otherwise stated in this Manual, time worked in excess of forty (40) hours per work week will be paid at one and one-half (1 ½) times the employee's regular rate of pay. "Time Worked" for the purpose of calculating overtime pay shall be determined by the Finance Director in accordance with applicable Federal and State laws.
 - c. Overtime compensation will be based upon the employee's hourly base rate of pay plus any applicable pay supplements.
 - d. Travel Time: When attendance at meetings, conferences and training sessions is required by the City, travel time and time actually spent in meeting sessions will be considered time worked for calculating overtime. Meal breaks will be counted as time worked only when the meal is an integral part of a required meeting. Travel or meeting time is not considered time worked if attendance at the meeting or class is not required and is strictly voluntary.

B. EXEMPT EMPLOYEES

Exempt employees are not eligible for overtime compensation.

C. UNION EMPLOYEES

Overtime for employees covered by a collective bargaining agreement shall be paid in accordance with the applicable collective bargaining agreement.

D. COMPENSATORY TIME

Only when it is not possible to use flexible scheduling, eligible employees may receive compensatory time in lieu of being paid overtime with prior approval from their Department Director or their designee. Eligible employees will receive one and one-half (1 ½) hour compensatory time for each hour (or portion thereof) of overtime worked, and the use of compensatory time off must be scheduled for a time mutually satisfactory to the employee and the City. No eligible employee may accrue more than forty (40) hours of compensatory time in any given calendar year. Furthermore, unless otherwise authorized by the Mayor or their designee, all compensatory time must be used in the calendar year it is accrued. The City may cash out any and all compensatory time at the eligible employee's current rate of pay in its sole discretion at any time; however, in any event, any accrued but unused compensatory time will be cashed out at the eligible employee's current rate of pay at the end of each calendar year.

Section 3.7**REIMBURSEMENT OF EXPENSES****A. TRANSPORTATION**

1. Travel by air, train, bus or another common carrier should be at a reasonable rate.
 - a. Employees will be reimbursed for the cost of the employee's actual transportation ticket. Additional expenses such as a seat upgrade, early check-in, wi-fi, movies, etc. are not reimbursable.
 - b. Expenses, if not included in the ticket price, are approved for one checked bag and one carry-on bag.
2. Mileage reimbursement for travel in privately owned vehicles will be deemed to cover all expenses incurred by use of the privately-owned vehicle including oil, gasoline, tires, depreciation, insurance and all other expenses of operation. Employees shall be reimbursed for mileage at the then-current IRS established business use mileage rate.
3. Employees who regularly use their own private vehicle during the course of their employment shall carry automobile/liability insurance on their vehicle and a copy of current coverage shall be produced to the Finance Director and maintained in the employee's personnel file.
4. When two (2) or more employees are traveling to the same destination, at the same time, they should travel together and only one may claim mileage reimbursement.
5. An employee who chooses to use their own vehicle for business outside the City limits will be reimbursed for actual mileage.
6. Reimbursement for taxi fare, ride share (Uber/Lyft), bridge, highway and tunnel tolls, parking and garage charges may be claimed upon presentation of itemized receipts. The amount reimbursed for taxi fare or ride share tips is 20% or less.
7. Prior approval of the Mayor or their designee is required for all overnight out of City travel.
8. No reimbursement will be made for travel between the employee's home and the work site.

B. LODGING

1. Overnight lodging expenses will be reimbursed in the amount of actual lodging expenses up to the maximum of the GSA lodging per diem rate plus hotel taxes.
 - a. Employees shall obtain approval from the Mayor or the Finance Director prior to securing reservations, to make sure that the proposed accommodations are appropriate and costs may be reimbursed.

- b. When paying for lodging expenses, employees are required to submit a sales tax exemption form to the lodging provider. Sales tax exemption forms are available from the Finance Department.
2. All lodging expenses require prior approval of the Mayor or their designee.
3. Only business telephone calls will be reimbursed.
4. No reimbursement will be made for entertainment, in-room movies, restocking in-room snacks, room service, dry cleaning or laundry charges.
5. Lodging at the event site or lodging at a hotel identified in the event registration materials as one of the event hotels may be reimbursed at actual cost, provided such cost is reasonable as determined by the Mayor or their designee.

C. MEALS AND INCIDENTALS

1. An employee authorized to travel on official City business may claim reimbursement up to the GSA meals and incidentals per diem. Reimbursement for meals will only occur when an employee is in travel status for the City. Meals are not reimbursed separately where the meal is included as part of a workshop or seminar.
 - a. The amount reimbursed for meals does include taxes and tips of 20% or less in the rate, so employees will not be reimbursed separately for those items.
 - b. Meal reimbursements require an itemized meal receipt.
2. When in travel status for less than a full day, the maximum meal reimbursement shall be prorated as follows:
 - a. 25% of the maximum meal reimbursement if travel status is less than six (6) hours.
 - b. 50% of the maximum meal reimbursement if travel status is 6-12 hours.
 - c. 75% of the maximum meal reimbursement if travel status is 12-18 hours.
 - d. 100% of the meal reimbursement if travel status is over 18 hours.
3. Alcoholic beverages and entertainment are not reimbursable.

D. REQUESTING REIMBURSEMENT

An employee shall complete an employee reimbursement form for all reimbursable expenses. Each form will be verified, approved and signed by the Mayor, Finance Director and Department Director. Itemized receipts must be submitted with the reimbursement request.

**SECTION 4
BENEFITS**

Section 4.1	Insurance Benefits Health, Prescription Drug and Dental Coverage Life Insurance Supplemental Life and Disability
Section 4.2	Sick Leave Eligibility Accumulation and Use Sick Leave Pay Out at Retirement, Death, or Separation Sick Leave Credit Cash-Out Voluntary Sick Leave Transfer
Section 4.3	Bereavement Eligibility Benefit
Section 4.4	Vacation Eligibility Use of Vacation Time Payment for Unused Vacation Leave at Time of Separation Service Credit
Section 4.5	Holidays and Personal Days Holidays Personal Days
Section 4.6	Retirement Ohio Public Employees' Retirement System Police and Firemen's Disability and Pension Fund
Section 4.7	Court Leave
Section 4.8	Family and Medical Leave Act Family and Medical Leave Act Definitions Approval Process Compensation and Benefits While on Family and Medical Leave Return to Work
Section 4.9	Other Leaves Disability Leave/Separation Military Leave

Unpaid Leaves of Absence

Section 4.10

Developmental Training and Tuition Reimbursement

Eligibility

Attendance

Continuing Education to Maintain Required

Licenses

Tuition Reimbursement

Section 4.1**INSURANCE BENEFITS****A. HEALTH, PRESCRIPTION DRUG AND DENTAL COVERAGE**

The City shall offer group medical insurance for all full-time employees. Full-time employees are eligible for hospital, medical and prescription drug coverage and major dental under the policies chosen by the Mayor and City Council.

1. Part-time, temporary, and seasonal employees are not eligible for coverage unless specifically authorized in a contractual agreement approved by City Council.
2. Details of coverage are outlined in the healthcare plan booklet, which is available in the Finance Department. All participants in the City's Health Care Coverage are required to contribute a percentage of the COBRA equivalency for medical and prescription coverage, plus any deductibles and co-pays as defined in the City's Plan. The City reserves the right to modify the terms of the employee's contributions with appropriate notice to employees and subject to collective bargaining agreements, based on negotiations with insurance companies and changes in health care laws.
3. Eligible employees may enroll in the health coverage plan immediately after beginning employment and in the open enrollment period or after a qualifying event. Coverage is effective the first day of the month following the employee's enrollment in that health care coverage.
4. The City will continue to pay its portion of the premium for an employee who is on a family/medical leave. The employee is required to pay their portion of the premium by the first of each month.
5. An employee who is not in the active pay status during part of any month will be required to pay the employee's portion of the premium in order to maintain coverage, unless injured on the job and paid through the City's Workers' Compensation plan. The full premium will need to be received by the City by the first of the month in which coverage is to be continued.
6. Any employee receiving paid hospitalization coverage as a benefit of employment with the City may, in lieu of the hospitalization benefits and upon written request, along with proof of other coverage to the Finance Director, receive payment as an addition to the employee's annual compensation. The amount of said payment shall be established by ordinance and will be paid in 24 equal installments (i.e., twice a month). The period for making such an election is limited to the open enrollment period or occurrence of a qualifying event.

B. LIFE INSURANCE

The City provides a fully paid term life insurance policy currently in the amount of fifty thousand dollars (\$50,000.00) to each full-time equivalent employee under conditions established in the policy.

C. SUPPLEMENTAL LIFE AND DISABILITY

1. The City offers supplemental insurance policies through payroll deductions. The available supplemental policies include life and short-term disability.
2. All full-time employees are afforded the option of purchasing supplemental insurance at their own expense.

A. ELIGIBILITY



1. All full-time and part-time employees, who are not covered by a collective bargaining agreement, shall be entitled to accrue sick leave at a rate not to exceed 4.6 hours for each eighty (80) hours worked. For purposes of sick leave accrual, vacation or other paid time off shall not be included within hours worked for purposes of calculating the accrual. Employees working more or less than 80 hours per pay period will accrue the sick leave on a prorated basis. Sick leave shall be cumulative.
2. An employee who transfers from another public agency to the City or who is reappointed or reinstated shall be credited with the unused balance of their accumulated sick leave, up to a maximum of two hundred forty (240) hours. Documentation of sick leave transfer must be submitted to, and verified by, the Finance Director.
3. Temporary and seasonal employees are not entitled to sick leave benefits.

B. ACCUMULATION AND USE

1. Sick leave may be requested in the case of personal illness, disability, injury or medical/dental treatment. Sick leave or other paid time off may also be used to care for an illness or injury affecting a member of the employee's family.
2. Accrued sick leave may be used in minimum increments of one-quarter (1/4) hour.
3. An employee requesting sick leave must inform their supervisor or designee of the request and reason at least one (1) hour before the employee's scheduled starting time. If the employee's supervisor is unavailable, the employee should speak with the Administrative Assistant of that department. During an extended illness, the employee must report weekly, if able.
4. Proof of illness from a physician may be required if the illness continues for more than three (3) consecutive days. Upon return to work, at the request of the Mayor or applicable department head, the employee may be required to furnish a statement from a healthcare provider verifying that they were ill and certifying their ability to perform job duties.
5. An employee unable to report to work or work a full day due to a planned medical appointment shall notify their Department Director or designee of the pending absence at least twenty-four (24) hours in advance of the scheduled start time for the day they will be absent.
6. Any employee who is absent after requesting sick leave or who is on leave as provided by this Section may not engage in work or other activities that conflict with the reasons given by the employee for being on sick leave. While on sick leave, an employee must not engage in any activity that would hamper their ability to return to work.

7. Under no circumstances will outside employment be performed while an employee is on sick leave.
8. Employees who request sick leave for reasons other than illness, medical condition, injury or medical appointment, or who falsify the reporting of sick time records, may be subject to disciplinary action. Excessive absenteeism may be grounds for disciplinary action regardless of whether the employee used sick time for each occurrence and/or has a remaining balance of sick time.
9. An employee absent on sick leave is paid at their regular rate of pay.

C. SICK LEAVE PAY OUT AT RETIREMENT, DEATH OR SEPARATION

1. Except as otherwise set forth herein, employees who end employment with the City for any reason other than retirement or death are not eligible to be paid for their unused, accrued sick leave. Subject to the personnel and remuneration policies of public entities involved, where possible the previously accumulated and unused sick leave credit of an employee who has been separated from public service shall be placed to their credit upon reemployment in public service, provided that such re-employment takes place within ten (10) years from the date of separation.
2. Upon the retirement of an eligible employee, the employee shall, upon written notification to the City, be entitled to a lump sum payment for the accumulated, unused sick leave credit subject to the provisions of this policy. For the purposes of this section, an employee shall be deemed to be retired when they apply for and obtain a retirement pension under pension plans provided to employees as a result of their public employment. When giving the City written notification, the employee shall request payment either immediately after retirement or within one (1) year after retirement. In either case, only one (1) payment shall be made. If the employee elects payment at a later date, it will be at the hourly rate at retirement and no interest earnings will be accrued or added to the payment.

In the event of the retirement of any employee, payment of accumulated, unused sick leave credit shall be determined as follows: twenty-five percent (25%) of the first 2,000 hours of their accrued, but unused, sick leave balance, and the remainder of the unused sick leave balance to be paid at forty percent (40%). Such payment shall be based upon the employee's base pay rate at the time of retirement. Such payment shall eliminate all sick leave credit accrued by the employee at that time and payment shall be made only once to any employee.

3. Upon death of an eligible employee, the employee's spouse or their representative shall provide notification to the City and be eligible for a lump sum payment for accumulated, unused sick leave credit subject to the limitations set forth: twenty-five percent (25%) of the first 2,000 hours of the employee's accrued, unused sick leave balance, and the remainder of the unused sick leave balance to be paid at forty percent (40%). Such payment shall be based on the employee's base pay rate at the time of retirement. Such

payment shall eliminate all sick leave credit accrued by the employee at that time and payment shall be made only once to the employee's spouse and/or legal representative.

4. Upon voluntary separation of employment from the City (except for retirement), providing the employee has completed ten (10) or more years of service with the City, the employee may elect, by filing written notice to the Mayor or Finance Director within fifteen (15) calendar days prior to the effective date of voluntary separation, for a lump sum payment of accrued, unused sick leave credit, not to exceed 2,000 hours. Entitlement will be based on over ten (10) years of public service calculated at one percent (1%) per year. For example, ten (10) completed years equals ten percent (10%) of unused sick leave credit and fifteen (15) completed years equals fifteen percent (15%) of unused sick leave credit. Such payment shall be based on the employee's annual compensation at the time of termination divided by 2,080 hours. Such payment shall eliminate all sick leave credit accrued by the employee at that time and payment shall be made only once to any employee.
5. Upon involuntary separation of employment from the City, the employee is not eligible for the payment of the accrued, unused sick leave credit.

D. SICK LEAVE CREDIT CASH-OUT

Any employee who is credited with sick leave credit may elect to convert a maximum of eighty (80) hours of sick leave credit per calendar year into a cash benefit. For a sick leave credit cash-out to occur, the following conditions must be met:

1. The employee must retain after the sick leave credit cash-out, a minimum balance of two hundred forty (240) hours of sick leave credit measured as of November 30th of that year.
2. The cash conversion rate will be paid at a rate of one (1) hour of pay for two (2) hours of sick leave converted, payable at the employee's base pay rate on the last day of the calendar year. The sick leave credit cash-out must be requested in writing to the Finance Director on the City form by November 30th of each year. Payment will be paid after the end of that calendar year as designated by the Finance Director.
3. Absent such an election by an employee, the sick leave credit earned and unused in a calendar year will be added to the total accrued sick leave credit balance of the employee.
4. Sick leave credit cash-out is not conferred upon the collective bargaining units as an additional benefit, unless specifically negotiated with the respective collective bargaining unit. Sick leave credit cash-out is offered to non-bargaining employees as a replacement of the previous offering of sick leave incentive to non-bargaining employees.

E. VOLUNTARY SICK LEAVE TRANSFER

1. Any covered employee may donate a portion of their available sick leave hours to any other employee who is not a supervisor of the donating-employee and who has a personal or family medical emergency and has exhausted all other available paid leave.
2. Employees may donate no more than the number of sick leave hours accrued at the time of the donation. Employees shall not donate available sick leave hours such that the donor employee has less than forty (40) hours remaining after the donation is made. For non-bargaining employees who otherwise meet the minimum sick leave balance requirements of the sick leave conversion, donations of available sick leave hours shall not affect the donor employee's eligibility for the sick leave cash conversion. For employees subject to collective bargaining donations, donations of available sick hours shall not affect the donor employee's ability to receive a Sick Leave Incentive.
3. Employees receiving the donation shall be limited to a maximum of six (6) months of donated leave. However, any unused donated sick leave hours shall be returned to the sick leave donor(s) when the medical emergency ends in equal proportion to the number of hours donated.
4. Employees receiving any sick leave donations are not eligible to participate in the sick leave cash conversion for the year they received the donation of sick leave.
5. All donations shall be submitted to the Finance Department on an authorized Voluntary Sick Leave Transfer Form.
6. Voluntary sick leave donations will remain confidential, subject to all federal and state laws.
7. The voluntary sick leave transfer policy is intended as a courtesy to employees in need of additional sick leave for use as short-term disability. The voluntary sick leave transfer policy is not intended as a substitute for filing appropriate claims of pension disability, pension retirement, workers' compensation, or private disability insurance.

Section 4.3**BEREAVEMENT****A. ELIGIBILITY**

All full-time and part-time employees are eligible for bereavement leave for days they are regularly scheduled to work.

B. BENEFIT

1. Bereavement leave for up to three (3) days shall be granted for the death of a family member.
2. Employees will be permitted, with proper authorization from the Mayor or their designee, to take additional days for funeral leave when necessary. Such leave will be charged to any accumulated leave the employee chooses. If no leave is available, an unpaid leave of absence may be granted.
3. No amount of unused bereavement leave will be paid at year-end or upon separation.
4. For purposes of this policy, "family" includes parents, parents of spouse, spouse and children of the employee, brothers and sisters of the employee, brothers and sisters of spouse, grandparents, grandchildren, spouse of children, step-parents of the employee, step-parents of the spouse, step-children, as well as other relatives living with the employee if the employee is acting as parent or guardian.

Section 4.4 VACATION

Vacation benefits are as specified in this policy, unless otherwise dictated by a collective bargaining agreement.

A. ELIGIBILITY

1. Eligible employees can earn vacation leave while in active pay status at a rate based on years of continuous employment with the City. Employees will be credited with their entire vacation accrual beginning each calendar year.
2. Each employee who has completed less than one (1) year of continuous employment shall receive one (1) workday off for each month worked, but not more than five (5) workdays, with pay. This applies only to employees who do not receive credit for their prior service. Employees resigning their position before completion of the first year are not compensated for the hours earned.
3. Only full-time employees will receive vacation benefits in accordance with the current vacation schedule below:

YEARS OF SERVICE WITH THE CITY	VACATION WEEKS (HOURS)
Employee’s first calendar year with less than one (1) year of service credit	One (1) workday off for each month worked but not more than five (5) workdays, with pay
Employee’s second calendar year with less than one (1) year of service credit	Two weeks (80) hours
1-5	Two weeks (80) hours
6-11	Three weeks (120) hours
12-18	Four weeks (160) hours
19-22	Five weeks (200) hours
23+	Six weeks (240) hours

B. USE OF VACATION TIME

1. Use of vacation time shall be in minimum increments of one-quarter (1/4) hour and is subject to the approval of the employee's Department Director or designee. Vacation scheduling for safety force and service employees is as established by their Department Directors/Chiefs and in accordance with any applicable collective bargaining agreement.

2. Vacation schedules will be established with due regard to seniority, and in such a manner that the efficiency of the department is not diminished and that overtime costs are minimized.
3. Vacations shall be taken during the calendar year in which it is accrued. An employee must request use of vacation time to the Department Director as soon as is practical.
4. Vacation leave may be denied during a specific period if the workload dictates and for any other reasonable operational reasons.
5. An employee will not be charged for vacation when a holiday occurs during a vacation period.
6. Vacation leave must be taken in the calendar year in which it is accrued, unless special arrangements have been agreed upon prior to year-end. A request to carry over unused vacation time must be both approved by the Department Director and submitted to the Mayor's office at least ten (10) days prior to the end of that year.
7. Vacation shall be forfeited if not used within the calendar year in which it is accrued. There will be no cash payout for unused vacation time.

C. PAYMENT FOR UNUSED VACATION LEAVE AT TIME OF SEPARATION

Upon voluntary or involuntary separation of employment, including when it is due to an employee's death, the Finance Director is authorized to convert earned and unused vacation leave to the separated employee into a lump sum payment derived by multiplying the employee's hourly rate of pay times the number of unused vacation hours at the date of termination.

1. Separation (voluntary or involuntary): Employees will receive a lump sum payment for all earned and unused vacation leave at the time of their separation.
2. Retirement: Employees retiring under OPERS or OP&F will receive a lump sum payment for vacation leave that would have been accrued during the calendar year in which they retire.
3. All Employees resigning before completion of one (1) year of continuous service forfeit all unused accrued vacation leave.

D. SERVICE CREDIT

1. For the purposes of calculating an employee's service time for vacation benefits, all full-time employees of the City shall be entitled to service credit for service with any political subdivision of the State of Ohio, or as otherwise provided for in this section.
2. In instances where a full-time employee had prior service credit with the City on a part-time basis, credit shall be given for such part-time service with the City based upon the number of hours worked as a part-time employee in relation to 2,080 hours for a full year of credit.

3. Service time shall not accrue during pay periods when an employee is not in active pay status unless the employee is on approved leave under the Family and Medical Leave Act.
4. The Mayor may grant prior service credit, in a negotiated amount, not to exceed the years of prior or similar service in either the public or private sector, to newly hired Director-level employees for the purpose of calculating vacation entitlement. Appropriate documentation must be provided.
5. Except as provided in Section 4.4(D)(4), an employee who has retired in accordance with the provisions of OPERS or any retirement plan offered by the State of Ohio and who is hired by the City shall not have their prior service with the City, State or any other political subdivision of the State counted for the purpose of computing vacation leave.

Section 4.5**HOLIDAYS AND PERSONAL DAYS****A. HOLIDAYS**

Full-time, non-bargaining employees receive the following paid holidays:

New Year's Day	January 1
Martin Luther King, Jr. Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans' Day	11th day of November
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

1. Collective bargaining agreements outline paid holidays for bargaining unit employees.
2. If a holiday falls on Sunday, it is observed on the following Monday. If a holiday falls on a Saturday, it is observed on the preceding Friday.
3. If an employee's work schedule is other than Monday through Friday, they will be entitled to holiday pay for the day on which the holiday falls, regardless of the day of the week the holiday is observed.
4. If a paid holiday falls on a day a full-time employee is not scheduled to work, such as when the employee is on vacation or sick leave, the employee will nonetheless receive holiday pay and the holiday will not be charged against their vacation or sick leave balance.
5. Department Directors shall, at their own discretion, determine which, if any, employees are required to work on an official holiday. If an employee is required to work on a holiday, they may receive equivalent time off with pay in lieu of holiday pay for a worked holiday. The day off may be taken at any time during the year but must be approved in advance and will be granted based on business need.
6. If such employee is not afforded paid time off for a worked holiday, they shall be paid for such holiday at their regular rate of pay in effect when the holiday occurs. The payment shall be after the end of the calendar year in which the holiday occurred and shall be for no more than three (3) such holidays in any calendar year. Department heads shall be obligated to notify the Finance Director no later than February 28th of the year following the year in which the holiday occurred of any such payments owed and to whom, and the Finance Department shall issue payments therefor no later than the end of the 1st fiscal quarter of the year following the year in which the holiday occurred.
7. To qualify for a paid holiday, an employee must be on active status the day immediately preceding and immediately following the holiday.

8. Holiday pay rates for bargaining unit employees are as specified by the appropriate collective bargaining agreement.

B. PERSONAL DAYS



1. In addition to the holidays listed above, full-time employees are also eligible for two (2) personal days (16 hours total) in each calendar year.
2. Upon completion of six (6) months of continuous employment with the City, an employee shall become eligible for their personal days.
3. Although requests for personal leave may be made with same-day notice, employees should make a reasonable attempt to request personal leave with as much notice to the Department Director as possible.
4. In the event an employee separates from the City for any reason, an employee shall be entitled to payment for the prorated portion of any unused personal days. This does not apply to employees who have less than one (1) year of service with the City.
5. Personal days shall be taken during the calendar year in which they are accrued and shall not be carried over into the next calendar year.

Section 4.6 RETIREMENT

- A. The City shall make contributions for covered employees to the Police and Firemen’s Disability and Pension Fund of Ohio or to the Ohio Public Employees Retirement System, whichever may be applicable. The amount of a covered employee’s mandatory contribution may be subject to change periodically by legislation through the State of Ohio.

- B. OHIO PUBLIC EMPLOYEES’ RETIREMENT SYSTEM (OPERS)
 - 1. OPERS enrollment is mandatory for all employees who do not participate in another public retirement system.

 - 2. Employees having questions regarding this program should call or write to:

Ohio Public Employees’ Retirement System
277 East Town Street
Columbus, OH 43215
1 (800) 222-PERS

- C. POLICE AND FIREMEN’S DISABILITY AND PENSION FUND (OP&F)
 - 1. Full-time, non-civilian, safety forces will participate in the Police and Firemen’s Disability and Pension Fund.

 - 2. Eligible employees having any questions regarding this program should call or write to:

Police and Firemen’s Disability and Pension Fund
140 East Town Street
Columbus, OH 43215
1 (614) 228-2975

Section 4.7**COURT LEAVE**

- A. All employees will lose no straight time pay when summoned to a court of competent jurisdiction for jury duty or subpoenaed to appear before any court, commission, board or other legally constituted body authorized by law to compel the attendance of witnesses, providing the employee is not a party to the action.
- B. An employee must notify their supervisor as soon as notice is received.
- C. Any compensation received by an employee from the court must be paid to the City unless all duty is performed outside regular works hours.
- D. An employee shall not be entitled to paid leave when the case arises out of the employee's personal matters. An employee who must appear in court on their own behalf may use vacation or compensatory time or may request an unpaid leave of absence if paid time off has been exhausted.
- E. An employee released from duty before the end of their scheduled workday must report to work for the remaining hours if a reasonable amount of time remains during their scheduled workday.
- F. Time served by an employee while in court does not constitute hours worked for purposes of calculating overtime, unless such court time is directly related to or is an integral part of the employee's work duties.
- G. Documentation of attendance and proof of compensation shall be required.

Section 4.8

FAMILY AND MEDICAL LEAVE

A. FAMILY AND MEDICAL LEAVE ACT

The Family and Medical Leave Act (“FMLA” or “Act”) entitles eligible employees of covered employers to take up to a total of twelve weeks of paid and/or unpaid leave during a twelve-month rolling leave period for one or more of the following conditions:

1. For the birth and care of the newborn child of the employee;
2. For the placement of a child for adoption or foster care;
3. To care for a spouse, parent, son or daughter with a serious health condition; or
4. When the employee is unable to work due to the employee’s own serious health condition.

B. DEFINITIONS

The definitions listed in this section apply only to the Family and Medical Leave policy.

1. **ACT or FMLA** means the Family and Medical Leave Act of 1993.
2. **Chronic serious health condition** is one which:
 - a. Requires periodic visits for treatment by a health care provider, or by a nurse or physician’s assistant under direct supervision of a health care provider;
 - b. Continues over an extended period of time (including recurring episodes of a single underlying condition); or
 - c. May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy)
3. **Eligible employee** means:
 - a. An employee who has been employed for a total of at least twelve (12) months by the City on the date on which the FMLA leave is to commence.

For the purposes of this policy, a twelve (12) month rolling leave period is defined as twelve (12) months prior to the date leave is requested to the employee’s first day of their request to use FMLA. The twelve (12) weeks of leave may be taken in a block, or, under certain circumstances, intermittently or on a reduced leave

schedule. When taken intermittently, the City's policy provides that leave may be taken in increments of one (1) hour or more.

- b. An employee who, on the date on which the FMLA leave is to commence, has been employed for at least 1,250 hours of service during the previous twelve (12) month period.
 - c. In addition, eligible employees who request FMLA and who have accrued leave (i.e., sick time, vacation, compensatory time, and/or personal days) on the books shall utilize their FMLA leave and accrued paid leave concurrently.
4. **Family leave** is leave taken for the birth and/or care of a newborn or child placed into the employee's home as a result of adoption or foster care placement. Family leave must be taken within twelve (12) months of the qualifying event (birth or placement).
5. **Health care provider** means:
- a. A Doctor of Medicine or osteopathy who is authorized to practice medicine or surgery by the State in which the doctor practices;
 - b. Podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by x-ray to exist) authorized to practice in the State and performing within the scope of their practice as defined under State law;
 - c. Nurse practitioners, nurse-midwives and clinical social workers who are authorized to practice under State law and who are performing within the scope of their practice under State law;
 - d. Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts;
 - e. Any health care provider from whom an employer or a group health plan's benefits manager will accept certification of the existence of a serious health condition to substantiate a claim for benefits; or
 - f. A health care provider as defined above who practices in a country other than the United States, who is licensed to practice in accordance with the laws and regulations of that country.
6. **Intermittent leave schedule** means leave taken in separate periods of time due to a single illness or injury, rather than for one (1) continuous period and may include leave of periods from an hour or more to several weeks. Examples of intermittent leave would include leave taken several days at a time spread over a period of six (6) months, such as for chemotherapy.

7. **Medical leave** means leave requested in order to care for an immediate family member with a serious health condition or for the employee's own serious health condition (includes leaves resulting from a Worker's Compensation-related injury or illness).
8. **Parent** means the biological parent of an employee or an individual who stands or stood *in loco parentis* to an employee when the employee was a child.
9. **Reduced leave schedule** means a leave schedule that reduces the usual number of hours per workweek or hours per workday, of an employee.
10. **Serious health condition** entitling an employee to FMLA leave means an illness, injury, impairment, or physical or mental condition that involves:
 - a. Inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity (meaning inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefore, or recovery there from), or any subsequent treatment in connection with such inpatient care;
 - b. Continuing treatment by a health care provider. A serious health condition involving continuing treatment by a health care provider includes a period of incapacity (i.e., an inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefore, or recovery therefrom) of more than three (3) consecutive calendar days, including any subsequent treatment or period of incapacity relating to the same condition, that also involves:
 - i. Treatment two (2) or more times by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services (e.g., physical therapist) under orders of, or on referral by, a health care provider; or
 - ii. Treatment by a health care provider on at least one (1) occasion which results in a regimen of continuing treatment under the supervision of the health care provider.
 - c. Any period of incapacity due to pregnancy, or for prenatal care;
 - d. Any period of incapacity or treatment for such incapacity due to a chronic serious health condition (defined above);
 - e. A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment

by, a health care provider. Examples include Alzheimer's, a severe stroke or the terminal stages of a disease; or

f. Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three (3) consecutive calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), kidney disease (dialysis).

11. **Son or daughter** means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing *in loco parentis*, who is under eighteen (18) years of age or eighteen (18) years of age or older and incapable of self-care because of a mental or physical disability.

12. **Spouse** means a husband or wife as defined or recognized under State law for purposes of marriage in the State of Ohio.

C. APPROVAL PROCESS

1. The following procedures shall be implemented to provide consistency for administering FMLA in the City:

a. FMLA shall commence when an employee meets any one of the conditions, listed under Section 4.8(A).

b. The employee is responsible for providing written notification of such need to their immediate supervisor and Department Director or designee thirty (30) days prior to the date the leave is expected to commence unless unforeseen circumstances exist, in which case, written notification shall be provided as soon as reasonably possible.

c. The written notice must contain the anticipated beginning and ending dates of the leave and the reason for (or type of) leave.

d. Employees on FMLA leave shall use their accrued leave time, (vacation, personal, compensatory or sick leave) during their FMLA. Accrued leave (including accumulated and earned while on FMLA) shall be used for all hours while on FMLA until exhausted or until the employee returns to work, whichever is sooner.

e. Employees may request an unpaid leave of absence under FMLA which is subject to the prior approval of their Department Director and the Mayor. In addition,

civil service employees who request unpaid leave must also abide by the Civil Service Rules covering such a request.

- f. An eligible employee's FMLA leave entitlement is limited to a total of twelve (12) workweeks of leave during any twelve (12) month period. The twelve (12) month period begins with the first day of the leave.
2. The notification provided by the Finance Director or their designee will include a notice of the employee's rights and responsibilities under FMLA, a request for medical certification from the employee's own health care provider or that of the immediate family member (if the leave is to care for such individual) and a waiver form.
 - a. The employee will be responsible for supplying either the required medical certification for their own health care or that of the immediate family member or the waiver within fifteen (15) days of the request by the City.
 - b. The City retains the right to request periodic medical certifications in order to establish the employee's ongoing need for medical leave in accordance with the conditions established in the FMLA request.
 - c. Failure to return the waiver or the medical certification by the date established by the City will be considered an express waiver of that employee's right to request FMLA leave and the employee's absence may be considered unauthorized.
 - d. If the City questions the validity of an employee's health care certificate, the City may request that the employee obtain the opinion of a second health care provider designated by the City. If the second opinion differs from the original certification, the City may require the opinion of a third health care provider jointly selected by the City and the employee. The City will pay for both the second and third exams. The third provider's opinion will be considered final and binding on both parties.
 - e. In the event an employee on family leave requests an intermittent or reduced leave schedule, the Finance Director or their designee will consult with the Department Director to determine if such a schedule can be approved with minimal disruption to services. An employee on medical leave may take intermittent or reduced leave as certified by their health care provider. However, the City retains the right to make a temporary transfer of the employee to an alternative position with equivalent pay and benefits if the temporary position better accommodates recurring periods of leave than the employee's regular position.

3. Once an employee reaches the twelve (12) week period of job protection provided by FMLA, their position with the City is subject to layoff and/or termination if deemed necessary and with legitimate reason, under the Department of Labor's provisions, unless further leave is authorized by the Mayor.
4. In addition, the National Defense Authorization Act for 2008 amended the FMLA to provide eligible employees working for covered employers two (2) important new leave rights related to military service:
 - a. Eligible employees are entitled up to twelve (12) weeks of leave because of "any qualifying exigency" arising out of the fact that the spouse, son, daughter, or parent of the employee is on active duty, or has been notified of an impending call to active duty status, in support of a contingency operation.
 - b. An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered service member who is recovering from a serious illness or injury sustained in the line of duty on active duty is entitled up to twenty-six (26) weeks of leave in a single twelve (12) month period of care for the service member. The military caregiver leave is available during "a single twelve (12) month period" during which an eligible employee is entitled to a combined total of twenty-six (26) weeks of all types of FMLA leave.

D. COMPENSATION AND BENEFITS WHILE ON FAMILY AND MEDICAL LEAVE



1. Medical Leave

- a. Employees on FMLA Leave must use their accrued leave time, (vacation, personal time, compensatory time or sick leave) during the period of their FMLA leave. Accrued leave (including accumulated and earned while on FMLA) shall be used for all hours while on FMLA until exhausted or until the employee returns to work, whichever is sooner.
- b. Post-partum female employees can only use accrued sick time for that portion of the family leave which is certified as medically necessary (e.g., immediate post-partum recovery of approximately six (6) weeks) then accrued vacation and personal time (in that order) until all such time is exhausted or until the employee returns to work.
- c. Male employees who request leave following the birth or adoption of a child may only use accrued sick time for that portion of the family leave which is certified as medically necessary to care for their spouse and/or child, then accrued vacation and personal time (in that order) until all such time is exhausted or until the employee returns to work.

- d. An employee will not be required to use all paid leave benefits if they are on a medical leave due to a compensable injury resulting from a certified Workers' Compensation claim.

2. Healthcare Coverage

- a. Throughout the approved duration of the family or medical leave, the City will continue to pay premiums for City-sponsored health care, prescription, and life insurance policies held by the employee prior to the start of the leave in the same percentage and amount as paid prior to the start of the leave.
- b. Employees are responsible for the timely payment of their portion of such premiums.

E. RETURN TO WORK

1. An employee wishing to return to work before the scheduled end of a leave must give at least two (2) working days advance notice to their supervisor.
2. If the employee is on a medical leave due to a serious health condition, the employee will be required to provide a fitness-for-duty certification before the employee is permitted to return to work.
3. Upon return from a family/medical leave, an employee will be restored to the position held when leave commenced, or a position with equivalent benefits, pay, and other terms and conditions of employment if the same position is no longer available or vacant.
4. If an employee is no longer qualified for the position because of their inability to attend a necessary course, renew a license, etc. as a result of the leave, the employee shall be given a reasonable opportunity to fulfill those conditions upon return to work.
5. All benefits accrued prior to the leave will remain intact, however, the employee will not accrue benefits during any unpaid portion of the leave.
6. An employee who fails to return to work at the expiration or cancellation of an approved family/medical leave of absence, without satisfactory explanation to the Department Director, will be terminated. The employee's termination date will be established as the first day following the date on which the FMLA leave period expires. In such event, the employee is required to reimburse the City for the cost of benefits paid during any unpaid leave.

Section 4.9 OTHER LEAVES

A. DISABILITY LEAVE/SEPARATION

For all other situations not already covered by FMLA and/or other leave policies, an employee who is not covered by a collective bargaining agreement may invoke the following policy:

1. Eligibility for Leave

- a. During an extended, incapacitating illness or disability, including a disabling condition related to pregnancy or adoption, an employee may request a leave of absence for a period not to exceed six (6) months.
- b. All prior approved paid or unpaid leaves related to the incapacitating illness or disability will be included in the calculation of the six (6) month leave period. The original date of the disability related leave will be established as the first day of the leave.
- c. Except in emergencies, the request for leave must be submitted in writing thirty (30) days prior to commencement of the leave. The employee must demonstrate that the probable length of the leave will not exceed six (6) months. Granting of the leave is at the discretion of the Mayor.

2. Eligibility for Separation

- a. An employee who has exhausted their leave of absence benefits and is unable to return to work due to the same disabling condition may request a disability separation for up to three (3) years from the employee's last date of work.

To qualify for disability separation, an employee must have exhausted all accumulated sick leave and must have been hospitalized or institutionalized, must have been in a period of convalescence following hospitalization or institutionalization, or, must have been declared incapable of performing the essential job duties of their position as defined by the Americans with Disabilities Act.

- b. Involuntary Separation: A classified employee declared to be incapable of performing the essential job duties of their position is entitled to a pre-separation hearing in front of the City's Civil Service Commission. The Mayor or Finance Director will provide the employee with advance notice of the hearing. The employee has the right at the hearing to examine the City's evidence, rebut the City's evidence and present testimony and evidence on their own behalf. Unclassified employees are not entitled to a pre-separation hearing.
- c. Voluntary Separation: An employee voluntarily requesting disability separation must make the request in writing and submit supporting medical documentation.

B. MILITARY LEAVE

The Ohio Revised Code grants broad rights to persons serving in the Armed Forces. Employees excluded are those who hold elective office and those whose employment is temporary or casual. These rights are granted to all permanent employees without regard to whether they are full-time or part-time, or classified or unclassified, in accordance with this policy. See Title 59 of the Ohio Revised Code for all laws and rules regarding military leave.

1. Reserve Duty Leave

Employees who are members of the Ohio National Guard, Defense Corps, Naval Militia or U.S. Armed Forces reserve components, are entitled to a military leave of absence from their duties, without loss of pay, for such time as they are in the military service on field training or active duty for a period not to exceed one (1) month in any calendar year. The maximum number of hours for which payment can be made in any one calendar year is twenty-two (22) eight (8) hour work days or one hundred and seventy-six (176) hours; or for a public safety employee, seventeen (17) twenty-four (24) hour days or four hundred eight (408) hours. A public safety employee is defined as a firefighter or emergency medical technician. The employee must submit a copy of the "Active Duty for Training" orders and complete all required leave forms. Employees must submit all required military pay documentation prior to receiving pay from the City for the reserve time. Failure to submit complete and accurate pay records shall subject the employee to disciplinary action.

2. Active Duty Leave

There is hereby established a policy of maintaining the wages, benefits and other terms and conditions of employment for all municipal employees of the City when they are performing service in the uniformed services under Ohio Revised Code Sections 5923.05 and 5903.02, and any amendments thereto. The Finance Director is specifically authorized to continue paying the employee's base wages and other benefits during their service in the uniformed services as defined in Ohio Revised Code Section 5903.02, and any amendments thereto, and as set forth in Ohio Revised Code Section 5923.05(A)-(C), and any amendments thereto. If a full-time employee remains in the uniformed services beyond any period entitling them to full pay provided by the Ohio Revised Code, the Finance Director is then authorized to continue to compensate the employee the lesser of (a) the difference between their gross base military pay while the employee remains in military service or (b) \$500.00 per month. In addition, the employee shall be entitled to receive all of their respective benefits during both the initial period and extended period of pay while in military service. Said sections of the Ohio Revised Code are hereby incorporated by reference as if fully set forth in this policy.

3. Return from Military Service

Upon honorable discharge or the completion of reserve duty, an employee is to be reinstated to their previous position unless it no longer exists, is filled by a more senior employee, or if the employee is disabled. If the position no longer exists or is filled by a more senior employee, the former employee is entitled to appointment to a similar position. Employees who are physically disabled as a result of military service are to be reinstated to a position within their capabilities.

C. UNPAID LEAVES OF ABSENCE

1. Eligibility

- a. An employee may request the Mayor's approval for an unpaid leave of absence of one (1) year or less when the employee has no remaining paid time benefits for reasons outside of the scope of the City's other leaves of absence and/or after exhausting their eligibility under other forms of leave.
- b. A leave of absence without pay may be granted for any personal reason except other employment. Reasons for requesting an unpaid leave include, but are not limited to:
 - i. Voluntarily serve in any government sponsored program of public betterment;
 - ii. Education or training that would benefit, but is not required by, the City;
 - iii. Family or medical reasons that do not fall within the circumstances outlined in the family and medical leave policy; or
 - iv. Family or medical reasons that fall within the family and medical leave policy after the employee's twelve (12) week entitlement has been exhausted.

2. Use

- a. The request for a leave of absence must be submitted in writing and must include the reasons for the leave and the dates for which the leave is being requested. Approval of the request by the Mayor and the employee's Department Director is required.
- b. Employer-paid insurance benefits will not be provided to employees on an unpaid leave of absence for any reason that does not qualify for family/medical leave. An employee may extend benefits under COBRA for the time allowed by law.
- c. Benefits do not accrue during an unpaid leave.
- d. Employees are ineligible for unemployment compensation during any leave period.
- e. If it is discovered that an unpaid leave of absence granted for a specific purpose is not being used for that purpose, the Mayor may cancel the leave and direct the employee to report to work. Such a refusal to return to work may result in discipline, up to and including termination, or the City declaring that the employee has voluntarily resigned or abandoned their position.

A. ELIGIBILITY

1. The City encourages the professional growth of all employees through continuing education and training. Employees in certain positions are required as a condition of continuing employment to take coursework and training.
2. Participation in employee development activities must have the prior approval of the employee's Department Director and the Mayor.
3. The Department Director will advise employees of any required coursework and training. Employees who wish to attend other development opportunities that are not required must submit requests to their Department Director.

B. ATTENDANCE

1. The City will pay an employee for time spent at education conferences, professional meetings, and training seminars when attendance is required to maintain a license or certification that is required or helpful for that employee's position. An employee may request paid or unpaid leave to attend similar developmental opportunities that are not required to maintain a license or certification. Leave is granted at the discretion of the employee's Department Director and the Mayor.
2. The City will pay registration costs, travel expenses, and related expenses when the employee's attendance is required, provided funds have been appropriated for such purpose. When attendance is not required, any reimbursement of registration costs and travel expenses is at the discretion of the Mayor and the employee's Department Director, provided funds have been appropriated for such purpose.
3. In reviewing requests to attend non-required developmental activities, the following criteria will be considered:
 - a. Nature and purpose of the activity;
 - b. Benefits to be derived by the employee and the City;
 - c. Level of responsibility, performance and length of service of the employee;
 - d. Estimated cost and available funds;
 - e. Potential lost time from work; and
 - f. Ability to adequately staff services during the employee's absence.

4. Whenever there are multiple requests for an activity, such as a seminar or workshop, or if attendance will be during an employee's regularly scheduled workday, the employee's Department Director and the Mayor will determine how many and which employees may participate.
5. If an employee is required to attend school or a formal training session, those hours will count towards compensation.

C. CONTINUING EDUCATION TO MAINTAIN REQUIRED LICENSES

1. The City encourages or mandates employees, as applicable, to attend continuing education to maintain licenses or to obtain licenses/certifications necessary to perform certain work within the City. Upon approval of the Mayor and the Finance Director, the City will pay the cost of tuition and materials to attend the required schooling and will pay the employee's wages for time actually spent in the classroom. The City will reimburse mileage but will not pay wages for off-duty time to drive to and from the location of any schooling.
2. Upon prior approval of the Mayor, the City will pay the employee's wages for the regular workday (not overtime) for travel and for time to take an exam for a license necessary to perform certain work within the City.
3. An employee who fails to pass a test for a license for which the City has paid any tuition costs, or any costs in taking an examination or test, is ineligible for further reimbursement for a period of two (2) years. The employee may take the test again at their own expense and on their own time, and if they pass, the two (2) year limitation will be waived for future license classes or test.

D. TUITION REIMBURSEMENT

1. Subject to appropriation by City Council, a Tuition Reimbursement Program is available to full-time employees for established employee development programs that lead to a degree, professional certification, or license. Classes must be taken at a fully accredited institution of higher learning. The courses must be related to the individual's work and approved by the Mayor, Finance Director, and the employee's Department Director.
2. Tuition reimbursement does not obligate the City in any way to reward successful completion with promotion, transfer, reassignment or a salary increase.
3. Employees must be employed by the City for a minimum period of six (6) months in order to be eligible for the tuition reimbursement program. If an employee does not remain in the employment of the City for a period of three (3) years following the completion of any course for which the employee received tuition reimbursement, the employee must repay any tuition reimbursement received from the City within three (3) years from the date of separation from the City, excluding involuntary termination, on a prorated basis, based upon the ratio of the elapsed actual number of days the employee was employed by the City following completion of the course for which reimbursement was provided over one thousand ninety-five (1,095) days.

4. An employee must be employed by the City on the date the course or semester begins as well as ends, in order to receive reimbursement. The City may, however, agree to reimburse costs if the employee is affected by a reduction in work force before the completion of a course or semester.
5. The maximum amount allowed for reimbursement is Five Thousand Two Hundred and Fifty U.S. Dollars and No Cents (\$5,250.00) per year per employee.
6. To be eligible for tuition reimbursement, the employee must pass any course with at least a "C" or better as a grade.
7. Any variation of this policy for employees covered by a collective bargaining agreement is as specified in the applicable collective bargaining agreement.
8. All undergraduate and graduate courses must be completed at accredited colleges and universities located in the State of Ohio, unless specifically authorized by the Mayor.
9. Employees requesting reimbursements for graduate courses/degrees must obtain the approval of the Finance Committee and Finance Director, in addition to the approvals required elsewhere in this section.
10. Registration to participate in the Ohio Certified Public Management Degree course is limited to two (2) City employees per semester.
11. Regardless of whether an employee meets the other criteria above for eligibility, the request for tuition reimbursement may be denied on the basis of available annual budget and appropriations. Notwithstanding the foregoing, the City should endeavor to inform employees prior to accepting any application for reimbursement as to whether or not funds have been appropriated for that purpose.

Section 4.11 UNIFORM ALLOWANCE

Employees covered by this manual shall be entitled to an annual uniform and/or maintenance allowance consistent with the amount provided other employees of the same department, provided that no such allowance shall be paid unless the City requires said employee to wear a uniform or be appropriately equipped with safety gear/wear.

Section 4.12 LONGEVITY

Employees covered by this manual shall be entitled to annual longevity supplements in the amounts detailed in the following table:

<i>AFTER YEAR OF EMPLOYMENT WITH CITY</i>	<i>% SALARY INCREASE</i>
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5	1.0
6	1.5
7	2.0
8	2.5
9	3.0
12	6.0
19 (maximum)	7.0

Longevity payments shall be based on the employee’s original date of hire with the City. Prior service at an entity other than the City of University Heights shall not be included in the determination of longevity. The percentage application of longevity shall be on the employee’s base rate of pay; no other component of salary other than base pay shall be used as a basis for application of the longevity increase.

Section 4.13 BENEFITS FOR MAYOR

The Mayor has customarily worked the equivalent of a full-time schedule, and customarily been provided with sick time benefits and health and hospitalization insurance benefits in a manner consistent with the City’s customary payroll and benefits administration practices. This employee handbook memorializes said customary benefits and establishes that the Mayor shall continue to receive those benefits.

**SECTION 5
CONDITIONS OF EMPLOYMENT**

Section 5.1	Employment Status Hours of Work Status FLSA Status To Report Violations of This Policy, Communicate Concerns, or Obtain More Information
Section 5.2	Employment Records Personnel Files Medical Records Reference Checks
Section 5.3	Medical Examinations
Section 5.4	Hours of Work Regular Hours Meal Period Rest Breaks
Section 5.5	Disability Accommodation Introduction Accommodating Individuals with Disabilities
Section 5.6	Exposure to Contagious Disease
Section 5.7	Workplace Safety and Health
Section 5.8	Safety Training
Section 5.9	Work from Home Policy Guidelines Determining Positions Appropriate for Telecommuting Employee Qualities Appropriate for Telecommuting Written Proposal Expectations
Section 5.10	Fraternization Introduction Procedures

A. HOURS OF WORK STATUS

1. Full-time employment status is defined as employees who are scheduled in an active pay status for not less thirty-five (35) hours per week. For the purpose of this provision, active pay status is defined as conditions under which an employee is eligible to receive pay, and includes, but it not limited to, regular pay, vacation leave, sick leave, bereavement leave, administrative leave, compensatory time, on-duty injury leave, holidays, FMLA and paid personal leave. Unpaid time does count as hours worked under this policy unless such leave is covered by FMLA. Full-time employees are eligible for all benefits including health insurance at a premium rate established by the City.
2. Part-time employment status is defined as employees who are in an active pay status and not regularly scheduled for more than 35 hours per week. Part-time employees receive accrued benefits (i.e., sick leave, vacation leave, holidays, personal time) on a pro-rated basis. Such employees are not eligible for health insurance benefits unless they are regularly scheduled to work at least thirty (30) hours per week.
3. Seasonal employees are appointments to a position whereby an employee works a certain regular season or period of each year performing some work or activity limited to that season or period of the year.
4. Temporary employees are defined as individuals appointed by the Mayor for a period not to exceed three (3) months. Such appointment may be extended, but the appointment may not exceed six (6) months.
5. Independent Contractors are individuals or entities that provide goods and/or services to the City under a written contract. Independent contractors are NOT employees of the City and said relations are governed by the respective written agreements. Independent contractors of the City shall be obligated to complete any required Ohio Public Employee Retirement System (OPERS) independent contractor form, as applicable.

B. FLSA STATUS

1. Fair Labor Standards Act

Positions in the City are designated exempt or non-exempt in accordance with the Fair Labor Standards Act.

- a. Exempt positions are those which meet the definitions for executive, administrative or professional positions as established in the Fair Labor Standards Act. These positions are exempt from the overtime pay provisions of the Act.
- b. Non-exempt positions are those which do not meet the definitions for executive, administrative or professional positions as established in the Fair Labor Standards Act. The City is required to pay overtime to employees assigned to non-exempt positions when they work over forty (40) hours in a work week.

- c. It is the City's policy and practice to accurately compensate employees and to do so in compliance with all applicable state and federal laws. To ensure that employees are paid properly for all time worked and that no improper deductions are made, employees must correctly record all work time and review their paychecks promptly to identify and to report all errors. Employees also must not engage in off-the-clock or unrecorded work.

2. Review Pay Stubs

The City makes every effort to ensure employees are paid correctly. Occasionally, however, inadvertent mistakes can happen. When mistakes do happen and are called to the City's attention, the City will promptly make any correction that is necessary. Employees must review their pay stubs when received to make sure it is correct. If an employee believes a mistake has occurred or if an employee has any questions, the employee should use the reporting procedure outlined below.

3. Non-Exempt Employees

If an employee is eligible for overtime pay or extra pay (including pay due under the City's handbook or a collective bargaining agreement), the employee must maintain a record of the total hours worked each day. These hours must be accurately recorded on a timecard or other manner required by the City. Each employee must sign their timecard to verify that the reported hours worked are complete and accurate (and that there is no unrecorded or "off-the-clock" work). An employee's timecard must accurately reflect all regular and overtime hours worked, any absences, early or late arrivals, early or late departures and meal breaks. At the end of each week, an employee should submit their completed timecard for verification and approval. When an employee receives each paycheck, they should immediately verify that they were paid correctly for all regular and overtime hours worked each workweek.

4. Exempt Employees

- a. If an employee is classified as an exempt salaried employee, they will receive a salary which is intended to compensate that individual for all hours worked for the City. This salary will be established at the time of hire or when the employee becomes classified as an exempt employee. While it may be subject to review and modification from time to time, such as during salary review times, the salary will be a predetermined amount that will not be subject to deductions for variations in the quantity or quality of the work performed.
- b. Each exempt employee will receive their full salary for any workweek in which work is performed. However, under federal law, the individual employee's salary is subject to certain deductions. For example, absent contrary legal requirements, an employee's salary can be reduced for the following reasons in a workweek in which work was performed:

- i. Full or partial day absences for personal reasons, including vacation;
 - ii. Full day absences for sickness or disability, based on the fact that the City has a sick day pay plan and short-term disability insurance plan;
 - iii. Full day disciplinary suspensions for infractions of safety rules of major significance (including those that could cause serious harm to others);
 - iv. Family and Medical Leave absences (either full or partial day absences);
 - v. To offset amounts received as payment for jury and witness fees or military pay;
 - vi. Unpaid disciplinary suspensions of one (1) or more full days for significant infractions of major workplace conduct rules set forth in written policies; or
 - vii. The first or last week of employment in the event an employee works less than a full week.
- c. An exempt employee's salary also may be reduced for certain types of deductions, such as: the employee's portion of health, dental or life insurance premiums; state, federal or local taxes; social security; or voluntary contributions to a pension plan. In any workweek in which the employee performed any work, their salary will not be reduced for any of the following reasons:
- i. Partial day absences for personal reasons, sickness or disability with respect to which the employee utilizes sick time, vacation time or any other form of accrued paid time off;
 - ii. An absence because the facility is closed on a scheduled work day;
 - iii. Absences for jury duty, attendance as a witness, or military leave in any week in which work was performed; or
 - iv. Any other deductions prohibited by state or federal law.
- d. Please Note: Exempt employees will be required to use accrued vacation, personal or other forms of paid time off for full or partial day absences for personal reasons, sickness or disability. However, an exempt employee's salary will not be reduced for partial day absences if that individual does not have accrued paid time off.

C. TO REPORT VIOLATIONS OF THIS POLICY, COMMUNICATE CONCERNS, OR OBTAIN MORE INFORMATION

1. It is a violation of the City's policy for any employee to falsify a timecard, or to alter another employee's timecard. It is also a serious violation of City policy for any employee or manager to instruct another employee to incorrectly or falsely report hours worked or alter another employee's timecard to under- or over-report hours worked. If any manager or employee instructs an employee to (a) incorrectly or falsely under- or over-report your hours worked, (b) alter another employee's time records to inaccurately or falsely report that employee's hours worked, or (c) conceal any falsification of time records or to violate this policy, do not do so. Instead, report it immediately to the Finance Department.
2. Employees should not work any hours outside of their scheduled work day unless their supervisor has authorized the unscheduled work in advance. Do not start work early, finish work late, work during a meal break or perform any other extra or overtime work unless you are authorized to do so and that time is recorded on your timecard. Employees are prohibited from performing any "off-the-clock" work. "Off-the-clock" work means work performed but not reported on an employee's timecard. Any employee who fails to report or inaccurately reports any hours worked will be subject to disciplinary action, up to and including termination.
3. Any questions about deductions from pay should be directed to the Finance Director. If an employee believes their wages have been subject to any improper deductions or does not accurately reflect all hours worked, that employee should report their concerns to a supervisor immediately. If a supervisor is unavailable or if the employee believes it would be inappropriate to contact that person (or if the employee has not received a prompt and fully acceptable reply within three (3) business days), the employee should immediately contact the Finance Director.
4. Every report will be fully investigated and corrective action will be taken, up to and including termination of any employee who violates this policy.
5. In addition, the City will not allow any form of retaliation against individuals who report alleged violations of this policy or who cooperate in the City's investigation of such reports. Retaliation is unacceptable. Any form of retaliation in violation of this policy will result in disciplinary action, up to and including termination.

A. PERSONNEL FILES

1. An official personnel file will be maintained for each employee. This official personnel file shall be retained in the Finance Department. Files will include, but are not limited to:
 - a. The employee's resume for employment;
 - b. References;
 - c. Employee's current job description;
 - d. Performance evaluations;
 - e. Documentation of all training received;
 - f. Disciplinary actions;
 - g. Date of hire and termination or discharge date, if applicable;
 - h. Documents relating to pay and fringe benefits;
 - i. Employment status or position changes, termination letter;
 - j. Signed and unsigned requests for references and copies of reference letters sent;
 - k. I-9 forms regarding citizenship (kept in a separate file); and
 - l. Background check authorization forms.
2. Personnel files and information shall be confidential to the extent permitted by law. However, in general, all personnel records with the exception of statutorily determined confidential items are public documents and subject to inspection by the public.
3. Personnel records may be retained permanently. After an employee leaves employment, the records may be stored in microform or electronic data. Under Ohio law, personnel records may not be destroyed except in conformance with the procedures of the City's Records Commission. The City shall comply with all sections of Chapter 149 of the Ohio Revised Code.
4. An employee may arrange a time with the Finance Director or their designee to review their personnel file during regular business hours. The employee may not remove the personnel file from the office, but may request a copy of any items in the file.

5. When a member of the public requests an opportunity to examine an employee's personnel file, the request will be responded to within a reasonable amount of time and requested copies shall be provided at a reasonable cost to the requesting party.
6. Payroll records shall be maintained which reflect each employee's regular hourly rate of pay, basis on which wages are paid, and exclusions. Daily records shall reflect hours worked each day, total hours worked per week, total weekly overtime, total deductions, total wages paid each pay period, date of payment, and pay period covered by payment. Payroll records shall be maintained for at least three (3) years. These records shall be maintained by the Finance Department.
7. Each employee is responsible for maintaining the following current information on file with the City:
 - a. Name, home address, home telephone number, marital status, citizenship, military status, emergency contact and the filing status and number of exceptions claimed for tax purposes;
 - b. Current information on dependents and beneficiaries of health or life insurance policies, as applicable;
 - c. Changes must be reported in writing to the Finance Department.

B. MEDICAL RECORDS

Generally, the Finance Director maintains employee files regarding medical records, including enrollment forms, claims information, random testing, and physician notes regarding sick time.

1. To the extent medical records are kept, an employee's medical records are maintained in a file separate from their personnel file and are secured in a locked, fire-proof cabinet in the Finance Department.
2. Medical records are confidential and may be released only in the following circumstances:
 - a. Supervisors and Department Directors may be informed of restrictions and accommodations that are a part of an agreed upon plan of reasonable accommodation;
 - b. First aid and safety personnel may be informed if an employee may require emergency treatment;
 - c. Government officials investigating compliance with the law may be provided with relevant information;
 - d. The City gives information to state workers' compensation offices, state injury funds or workers' compensation insurance carriers in accordance with state

workers' compensation laws. The records are stored in a separate fire-proof cabinet in the Finance Department; and

- e. The City may use the information for insurance purposes and/or in accordance with the Health Insurance Portability and Accountability Act of 1996 and/or other applicable State and Federal Laws.

C. REFERENCE CHECKS

1. Under the authorization of the Mayor, and subject to the restrictions of this policy, the Finance Director may provide information on a current or former employee to a prospective employer or creditor. Authorized employees may provide prospective employers with factual information about current or former employees. Employees who have not been authorized by the Mayor to give employment information on behalf of the City may not do so.
2. Prospective employers of past and current employees who request to see an employee's personnel file will be given access to the file according to the procedure outlined in this policy.

Section 5.3**MEDICAL EXAMINATIONS**

- A. The Mayor may require a current or prospective employee to submit to an examination to determine if they can perform the essential job duties of the position with or without reasonable accommodation. The examination will be conducted by a licensed practitioner approved by the Mayor. If a post-offer medical and/or psychological examination is required of one candidate for a position, the medical and/or psychological examination will be required of all candidates for the position. "Candidate" shall mean an applicant who has received a conditional offer of employment from the City.
- B. Medical and psychological examinations for safety force officers shall be as dictated by the appropriate collective bargaining agreement, or as established by those departments.
- C. If a current employee is incapable of performing the duties of the job, with or without reasonable accommodation, they may be placed on sick leave, family/medical leave or an unpaid medical leave of absence in accordance with the provisions of Section 4.9(C) – Unpaid Leaves of Absence. An employee who otherwise does not qualify for a leave may request a voluntary disability separation in accordance with Ohio law.
- D. A classified employee who is being considered for placement on an involuntary disability separation will be required to submit to a medical or psychological examination to be conducted by a licensed practitioner approved by the Mayor or the Civil Service Commission. For more information, see Section 4.9(A) – Disability Leave/Separation.
- E. The cost of any examination required by the City will be paid for by the City, except as specified elsewhere in this Manual. Both the Mayor and the employee will receive the results of any examination conducted under this section.
- F. Employee medical records are not public records.

Section 5.4**HOURS OF WORK****A. REGULAR HOURS**

Regular work hours for the City are Monday through Friday from 8:00 A.M. to 4:30 P.M. However, each employee's schedule is to be determined by the employee's Department Director or supervisor, while taking into account any applicable collective bargaining agreement, and may differ from the typical hours set forth above.

B. MEAL PERIOD

1. Full-time employees may be entitled to an unpaid meal period each workday. The meal break, if taken, will be taken at the time set by the employee's supervisor. If an unpaid meal break is taken, the employee on break is prohibited from engaging in any work during that time. Employees covered by a collective bargaining agreement should refer to their contracts.
2. Employees may not work through an unpaid meal break in exchange for arriving at work late or leaving early, unless expressly authorized by the Department Director.
3. Non-exempt employees will be relieved of all duties during the meal period unless stated otherwise in a collective bargaining agreement.
4. Authorized meal periods may vary by department. Employees are to check with the Department Director to determine specific times and practices.

C. REST BREAKS

1. A paid rest break of no more than fifteen (15) minutes in the first half of the shift and fifteen (15) minutes in the second half of the shift may be permitted as scheduled by the supervisor. Employees engaged in field operations may take no more than fifteen (15) minutes away from the work site for a break as scheduled by the supervisor.
2. Employees must remain on the work premises during rest breaks unless they are on an assignment in the field and specifically authorized by their supervisor to remain there on rest breaks. Employees engaged in outdoor field operations may take up to fifteen (15) minutes.
3. Rest breaks are a privilege, not a right, with the exception of State or Federal laws that state otherwise.
 - a. Breaks may only be taken at the beginning or end of a workday or to extend a meal break with supervisory approval.
 - b. Rest breaks may not be accumulated and used at a later time.
 - c. Excessive breaks or overstaying breaks will be grounds for disciplinary action.

A. INTRODUCTION

1. The City prohibits discriminating against individuals with a qualifying disability, on the basis of such disability, in all employment practices including job application procedures, hiring, firing, advancement, compensation, training, and other terms, conditions and privileges of employment.
 - a. "Individuals with a qualifying disability" includes applicants for employment and employees. An individual is considered to have a "disability" if they have a physical or mental impairment that substantially limits one (1) or more major life activities,¹ has a record of such an impairment,² or is regarded as having such an impairment.³ Persons discriminated against because they have a known association or relationship with an individual with a disability are also protected.
 - b. "Qualifying disability" means a physical or mental impairment that substantially limits one (1) or more "major life activities."
 - c. "Major life activities" include seeing, hearing, speaking, walking, breathing, performing manual tasks, learning, caring for oneself and working.
 - d. "Qualified individual with a disability" is a person who meets legitimate skill, experience, education or other requirements of an employment position that they hold or seek, and who can perform the essential functions of the position with or without reasonable accommodation.
 - e. "Essential functions" are the basic job duties that form the core of the position – the duties that are central to performing the most basic function of the job.
2. The City will make reasonable accommodations for an individual with a known (qualifying) disability to participate in the application process and for a qualified individual with a disability to perform essential job functions so long as the accommodation does not impose an undue hardship on City operations.
 - a. "Reasonable accommodation" is any modification or adjustment to a job or the work environment that will enable a qualified applicant employee with a disability

¹ Examples include epilepsy, paralysis, HIV infection, AIDS, a substantial hearing or visual impairment, mental retardation or a specific learning disability (versus minor, non-chronic conditions such as a sprain, broken limb, or the flu).

² Examples include a person who has recovered from cancer or mental illness.

³ Examples include a person with a severe facial disfigurement being denied employment because an employer fears the 'negative reactions' of customers or co-workers.

to participate in the application process or to perform essential job functions.⁴ Reasonable accommodation also includes adjustments to assure that a qualified individual with a disability has rights and privileges in employment equal to those of employees without disabilities.

- b. "Known disability" means that unless readily observable by the City, an individual's disability will only be known if the information is shared as part of a request for a reasonable accommodation.
- c. "Undue hardship" is defined as an action requiring significant difficulty or expense when considered in light of the nature and cost of the accommodation in relation to the size, resources, nature and structure of the City's operation. Undue hardship is determined on a case-by-case basis.

B. ACCOMMODATING INDIVIDUALS WITH DISABILITIES

1. The City will not make pre-employment inquiries of applicants regarding disabilities or the nature or severity of a disability. The City will ask questions about the applicant's ability to perform specific job functions and may, with certain limitations, ask an individual with a known disability to describe or demonstrate how they would perform these functions.
2. The City will make reasonable accommodations to adjust the application and/or any pre-employment testing processes for an applicant with a known disability so long as the accommodations do not prevent the City from being able to evaluate the applicant's abilities.
3. The City will not require job applicants to take medical examinations before making a job offer. The City may condition a job offer on the satisfactory result of a post-offer medical examination or medical inquiry if required of all entering employees in the same job category.
4. If an individual is not hired because a post-offer medical examination or inquiry reveals a disability, the City will demonstrate how:
 - a. the disability negatively affects the individual's ability to perform the job and how no reasonable accommodation was available that would enable the individual to perform the essential job functions or that the accommodation would impose an undue hardship; or
 - b. the individual would pose a direct threat in the workplace (e.g., a significant risk of substantial harm to the health or safety of the individual or others) that cannot be eliminated or reduced below the direct threat level through reasonable accommodation.

⁴ Examples include restructuring a job; modifying work schedules; acquiring or modifying equipment; providing qualified readers or interpreters or appropriately modifying examinations, training or other programs.

5. Post-hire, an employee who develops a disabling condition making them unable to perform the essential functions of a job without posing an undue threat to themselves or others may request:
 - a. that permanent or temporary alterations be made to the job and/or work environment which accommodate the employee;
 - b. a transfer to a vacant position at the same or lower classification where they can perform the essential functions with or without reasonable accommodation;
 - c. a leave of absence to recuperate if the employee is able to present medical certification that the disabling condition may be temporary or at least improve so as to allow the employee to return to work with or without reasonable accommodation; or
 - d. a voluntary disability separation if the employee is in a classified position.
6. Prior to granting any accommodation, the City requires receipt of medical documentation from a licensed practitioner establishing such need. If the City is not able to approve a request from the employee for any of options listed in subsection (5)(a)-(c) above, the employee may be terminated. In the case of classified employees, the City will process the involuntary disability separation in accordance with Civil Service Rules, local ordinances and/or state laws.
7. Information from all medical examinations and inquiries will be kept apart from general personnel files as a separate, confidential medical record, available only under limited conditions.

Section 5.6**EXPOSURE TO CONTAGIOUS DISEASE**

- A. Employees are required to report any exposure to a contagious disease that might pose a direct or indirect threat to health and safety in the workplace.
- B. The Mayor may remove or reassign an infected or contagious employee or co-worker if a secondary infection would pose a higher than usual risk to the employee, co-worker or others.
- C. The Mayor or Department Director reserves the right to subject the employee to a medical examination as a condition of continued employment.
- D. Employees who are at risk of exposure to blood-borne pathogens or contagious diseases will follow a system of “universal precautions” to limit the spread of infection in the workplace. Department Directors will instruct employees about any special precautions necessary in individual work areas.
- E. An employee concerned about being infected with a contagious disease while in the workplace should convey this concern to their supervisor or Department Director. The Department Director will have authority to decide what, if any, action should be taken to protect all parties. After any complaint about an employee having a potentially contagious disease has been investigated by the Department Director, any employee who refuses to work with or perform services for a person known or suspected to have contagious disease, if ordered to do so, is subject to discipline.
- F. The City will adhere to all Federal and State medical privacy laws; however, when it is deemed necessary by the City, information relating to a contagious disease in the workplace may be disclosed to employees when the information is necessary to protect the health and safety of employees or others. The necessity and scope of disclosure will be determined by a physician designated by the City or other necessary governmental entities.

Section 5.7**WORKPLACE SAFETY AND HEALTH**

- A. The Mayor and the City Council regard workplace safety as a fundamental value of the organization and are committed to the safety and health of its employees and the public it serves. The safe and healthful performance of all work assignments is the responsibility of both supervisory and non-supervisory personnel. It is the responsibility of both supervisory and non-supervisory personnel to ensure that all equipment is properly used and safety procedures and practices are observed. The City will ensure that work processes and work sites are regularly inspected in order to anticipate and prevent harmful incidents.
- B. Employees must comply with all applicable Ohio Public Employment Risk Reduction standards and with the established work safety rules.
- C. Any employee engaging in grossly negligent or intentionally detrimental conduct when operating equipment that results either in damage to the equipment or an accident shall be subject to discipline, up to and including termination.
- D. Employees will receive periodic training on all aspects of the City's safety policies and procedures. See Section 5.8 – Safety Training.
- E. An employee must immediately notify their supervisor of any accident or serious near-miss incident that occurs on the job, on City property, or involving City equipment.
- F. An employee who observes a hazard must immediately report their observations to their supervisor or Department Director. Damaged or malfunctioning machines or equipment must be reported immediately.
- G. An employee may refuse to do work they believe to be unsafe only if all of the following conditions are met:
 - 1. The employee acts in good faith and believes the work conditions present an imminent danger of death or serious physical harm such as loss of limb, and are not a normal, reasonable component of their job.
 - 2. The employee has filed a written report requesting correction of the conditions; or, if there was insufficient time to eliminate the danger through the reporting process, the employee perceives themselves or others to be in imminent danger of death or serious harm. In the event the employee perceives themselves in imminent danger of death or serious harm, the employee must notify their supervisor at the earliest opportunity.
 - 3. The employee must immediately submit a written signed statement of the conditions presenting imminent danger of death or serious harm to their supervisor or Department Director who shall determine the necessity of any further action.
- H. An employee having met all of the conditions outlined above, and refusing to work, may be reassigned, but only for as long as the threat to safety remains. The City, consistent with its safety policies, will make every effort to resolve the issue leading to the threat of safety as quickly as possible.

- I. Disciplinary action, up to and including termination, will be imposed on any employee who refuses to perform assigned tasks without meeting the conditions set forth for refusal.

Section 5.8**SAFETY TRAINING**

- A. Employees will receive safety training deemed appropriate by the City.
- B. Training may include proper safety measures for the general work site, and specific safety training on any equipment, machinery, or other elements that are considered a normal part of the job.
- C. Employees are required to attend periodic retraining sessions, as determined by the City.
- D. It is the employee's responsibility to be certain of the safety procedures for all parts of their job and to notify their supervisor if they become uncertain of proper safety practices for any part of the job.
- E. Employees will be paid for required training sessions.
- F. Each City building will assign a minimum of one (1) individual as the Safety Officer, and this individual will be required to obtain sixteen (16) hours of safety training education each year. Proof of such training shall be submitted to the Finance Department and maintained in the individual's personnel file.

A. GUIDELINES

1. Temporary telecommuting arrangements may be approved for circumstances such as inclement weather, special projects, health emergencies, pandemics, or other situations deemed appropriate by the Mayor or Department Director. These arrangements are approved on an as needed basis only, with no expectation of ongoing continuance.
2. Other informal, short-term arrangements may be made for employees on family or medical leave to the extent practical for the employee and the City and, if applicable, with the consent of the employee's healthcare provider to determine if any work restrictions apply.

B. DETERMINING POSITIONS APPROPRIATE FOR TELECOMMUTING

1. In making decisions about which positions are appropriate to designate or approve for telecommuting, there will be a thorough analysis of the duties of the position and how the work is performed. The employee and their supervisor or Department Director will discuss the job responsibilities and determine if the job is appropriate for a telecommuting arrangement.
2. Generally, the following types of positions may be appropriate for telecommuting:
 - a. Require independent work;
 - c. Require little face-to-face interaction;
 - c. Require concentration;
 - d. Result in specific, measurable work products; and
 - e. Can be monitored by output, not time spent doing the job.

C. EMPLOYEE QUALITIES APPROPRIATE FOR TELECOMMUTING

1. In making decisions about which employees are designated or approved for telecommuting, supervisors and Department Directors should review the work qualities of the employee, in addition to ensuring that their position is appropriate for telecommuting.
2. Generally, employees who are successful in telecommuting:
 - a. Are able to work productively on their own;
 - b. Are self-motivated and flexible;

- c. Are knowledgeable about the job;
- d. Have a low need for social interaction;
- e. Are dependable and trustworthy;
- f. Have above average performance records;
- g. Are organized; and
- h. Have good communication skills.

D. WRITTEN PROPOSAL

A written proposal for permission to work at home during the period defined would require the concurrence of the supervisor, Department Director and the Mayor. The employee shall submit a proposal to specify the duties expected to be performed from home. Types of duties that could be undertaken during an authorized period of work at home could conceivably include, and may not be limited to: reviewing incoming mail, publications, etc.; responding to mail or email correspondence either electronically and/or by telephone; preparing correspondence, reports, etc.; receiving and reviewing applications for financial assistance; developing agendas and agenda items for review of committees or boards; responding to inquiries, etc., received by the department and forwarded to the employee; maintaining communication with department employees and supervisors on a daily basis; etc. No employee authorized to work from home shall work more than the number of hours authorized in the employee's regular daily work schedule. No employee shall work from home on a City-observed holiday. Any request for an exception to the limit of authorized work hours requires prior approval from the Mayor or their designee.

D. EXPECTATIONS

1. When employees are authorized to work at home, the City shall notify the employee, and the employee will be required to: complete a time sheet for the pay period(s) involved and to identify hours worked at home; regularly update their supervisor of the scope of work completed through defined methods of communications; provide a log of all work activities undertaken; update their supervisor on matters requiring assistance of other staff members; and, if applicable, notify their supervisor of a return to work date as soon as such a date is known.
2. Any approval of work at home shall be subject to review at least every fiscal quarter and may be revoked at the sole discretion of the Mayor on recommendation of the employee's supervisor.

A. INTRODUCTION

1. The City strongly believes that a work environment where employees maintain clear boundaries between an employee's personal and business interactions is necessary for effective business operations. Although this policy does not prevent the development of friendships or romantic relationships between co-workers, it does establish boundaries as to how relationships are conducted during working hours and within the working environment.
2. Individuals in supervisory or managerial roles, and those with authority over others' terms and conditions of employment, are subject to more stringent requirements under this policy due to their status as role models, their access to sensitive information, and their ability to affect the employment of individuals in subordinate positions.
3. This policy does not preclude or interfere with the rights of employees protected by the National Labor Relations Act or any other applicable statute concerning the employment relationship.

B. PROCEDURES

1. During working time and in working areas, employees are expected to conduct themselves in an appropriate workplace manner that does not interfere with others or with overall productivity.
2. During non-working time, such as lunches, breaks, and before and after work periods, employees engaging in personal exchanges in non-work areas should observe an appropriate workplace manner to avoid offending other workers or putting others in an uncomfortable position.
3. Employees are strictly prohibited from engaging in physical contact that would in any way be deemed inappropriate in the workplace by a reasonable person while anywhere on City premises, whether during working hours or not.
4. Employees who allow personal relationships with co-workers to adversely affect the work environment will be subject to disciplinary action, including counseling for minor problems. Failure to change behavior and maintain expected work responsibilities will be viewed as a serious disciplinary matter.
5. Employee off-duty conduct is generally regarded as private, as long as such conduct does not create problems within the workplace. An exception to this principle, however, is romantic or sexual relationships between supervisors and subordinates.

6. Any supervisor, manager, Department Director or other City official in a sensitive or influential position with the City must disclose the existence of a romantic or sexual relationship with another co-worker. Disclosure may be made to the individual's immediate supervisor or the Finance Director. The City will review the circumstances to determine whether any conflict of interest exists.
7. When a conflict of interest or potential risk is identified due to a City official's relationship with a co-worker, the City will work with the parties involved to consider options for resolving the problem. The initial solution may be to make sure the parties no longer work together on matters where one is able to influence the other or take action for the other. Matters such as hiring, firing, promotions, performance evaluations, compensation decisions and financial transactions are examples of situations that may require reallocation of duties to avoid any actual or perceived reward or disadvantage. In some cases, other measures may be necessary, such as transfer of one (1) or both parties to other positions or departments. A refusal to accept a reasonable solution may result in disciplinary action.
8. Failure to cooperate with the City to resolve a conflict or problem caused by a romantic or sexual relationship between co-workers or among managers, supervisors or others in positions of authority in a mutually agreeable fashion may be deemed insubordination and result in disciplinary action, up to and including termination.
9. The provisions of this policy apply regardless of the sexual orientation of the parties involved.
10. Where doubts exist as to the specific meaning of the terms used above, employees should make judgments based on the overall spirit and intent of this policy.
11. Any concerns about the administration of this policy should be addressed to the Finance Director.

**SECTION 6
EMPLOYEE CONDUCT**

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State of Ohio Ethics Law
Conflicts of Interest

Section 6.2

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Section 6.21

Public Records Policy

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Section 6.1**CODE OF CONDUCT**

- A. An employee must always conscientiously perform all assigned job duties.
- B. An employee must be tactful, patient, and courteous when conducting City business.
- C. An employee must serve the public in an honest, effective, and cheerful manner.
- D. An employee may not grant special consideration to any citizen or group of citizens.
- E. An employee may not engage in any outside employment or have a financial interest that conflicts with their duties or may be detrimental to the City.
- F. An employee may not request or permit the use of City vehicles, equipment, materials, or property for personal convenience or profit.
- G. An employee may not accept or ask for any gift or consideration from any person or firm doing or seeking to do business with the City or intending to influence the employee to provide preferential treatment.
- H. An employee may not use the City's name or tax-exempt status for their personal advantage on any purchases.
- I. An employee may not discuss or reveal confidential City information to anyone, under any circumstances, except within the scope of their job duties.
- J. When using social media sites and other parts of the public internet as a medium of self-expression, communication, and public conversation, employees should keep in mind that their postings can affect how the general public perceives the City.
- K. Limits on Gifts: the job of the officials and employees of the City is to serve the residents and businesses of University Heights. All City employees and officials are limited to the following when accepting gifts, meals, tickets to events, or other personal benefits from individuals or companies who are doing business with the City or who are seeking to do business with the City:
 - 1. The only gifts accepted from individuals or groups shall be of nominal value such as mugs, lapel pins, t-shirts, or mouse pads in accordance with the Ohio Ethics Commission.
 - 2. Questions pertaining to accepting gifts shall be addressed to the Law Director and/or the Ohio Ethics Commission at 1-614-466-7090.
 - 3. All City employees and officials are directed to report any wrongdoing or apparent violation of the Code of Ethics by a City official or employee to the Mayor and Law Director, who shall report the violation, if appropriate, to the Ohio Ethics Commission.
- L. STATE OF OHIO ETHICS LAW

1. No public employee shall knowingly authorize or use their authority or influence to secure:
 - a. a public contract for themselves, their family or their business associates; or
 - b. the investment of public money in any security in which they, their family or their business associates have an interest, or for which they, their family or their business associates have an interest, or for which they, their family or their business associates act as an underwriter or receive brokerage, origination or servicing fees.
2. No public employee shall knowingly profit, both during their term of office or for one (1) year thereafter, from the execution of a public contract authorized by themselves or by a legislative body, commission or board for which they were a member when the contract was authorized, if the contract was not competitively bid or the contract was not selected as the lowest and best bidder.
3. No public employee shall knowingly have an interest in the profits or benefits of a public contract. Employment with a public office is considered to be a contract with the public office. Therefore, the use of one's position to obtain employment for a family member is prohibited by law.

M. CONFLICTS OF INTEREST

1. No public employee shall participate as a public official in any license or rate-making proceeding that directly affects the license or rates of any person, partnership, trust, business trust, corporation or association in which they or their immediate family owns or controls more than five percent (5%) or any business to which they or their immediate family has sold goods or services of more than One Thousand U.S. Dollars and Zero Cents (\$1,000.00) during the preceding year.
2. No public employee shall use or authorize the use of the authority or influence of employment to secure anything of value or the offer or promise thereof that is of such a character as to influence their duties.
3. No public employee shall solicit or accept anything of value that is of such a character as to influence their duties.

Section 6.2

ATTENDANCE AND TARDINESS

A. APPLICABILITY

1. Attendance and tardiness issues regarding an employee covered by a collective bargaining agreement shall be dealt with in accordance with the applicable collective bargaining agreement.
2. Attendance and tardiness issues regarding an employee not covered by a collective bargaining agreement shall be dealt with in accordance with this policy.

B. EXPECTATIONS FOR ATTENDANCE

1. Regular and punctual attendance is expected of all employees in order for the City to conduct business and serve residents in an efficient and effective manner.
2. Absence is defined as the failure of an employee to report for, or remain at, work when the employee is scheduled to work including scheduled overtime shifts or hours. Days and hours of scheduled and pre-approved vacation and personal leave, bereavement leave, court leave, family medical leave, and paid or unpaid discretionary leave are not considered to be absences for purposes of this policy.

C. REPORTING ABSENCES

1. Unscheduled absences must be reported to the employee's supervisor or another designated person within one (1) hour prior to the scheduled start time or as soon as possible on the first day of absence and each day thereafter unless emergency conditions make it impossible or previous arrangements have been made. During an extended illness, an employee must report weekly.
2. The Mayor and Department Director will determine what constitutes an emergency.
3. The Mayor and/or Department Director may require a physician's statement certifying the reason for the absence and stating when an employee is able to resume normal work duties where an employee has unscheduled absences of more than three (3) consecutive workdays due to illness or suspected sick leave abuse.

D. DISCIPLINE

1. Employees with a record of frequent absences or a pattern of absences will be counseled and may be subject to disciplinary action, up to and including termination.
2. Four (4) or more incidents of unscheduled absence in any six (6) month period is considered excessive and is subject to disciplinary action if the employee's supervisor has reasonable cause to believe the employee is abusing sick time.
3. Absence from work for more than three (3) consecutive days without providing proper notice to the employee's supervisor will subject the employee to discipline, up to and including termination, or the absence being considered a voluntary resignation.

E. EXPECTATION TO ARRIVE TO WORK ON TIME



1. Employees are expected to be in their assigned work location and ready to begin work at their scheduled start time.
2. An incident of tardiness is defined as:
 - a. Arrival at work location after the scheduled start time;
 - b. Departure before the scheduled end time; or
 - c. Overstaying a scheduled meal period.

F. REPORTING TARDINESS

An employee who expects to be late, leave early, or overstay a scheduled meal period must report that expectation and the amount of time the employee expects to be tardy to a supervisor as soon as the employee knows they will be tardy. It is up to the discretion of the Department Director to determine consequences (i.e., make up time, discipline, or both).

G. DISCIPLINE FOR FREQUENT TARDINESS OR A PATTERN OF TARDINESS

1. Employees with a record of frequent tardiness or a pattern of tardiness will be counseled and may be subject to disciplinary action, up to and including termination.
2. A non-exempt employee who is late may have their pay reduced accordingly.

Section 6.3**WEATHER RELATED AND EMERGENCY CLOSING**

- A. When a severe weather or other emergency is declared by the Mayor and City buildings are closed, employees will be compensated for the time they were scheduled to work during the emergency period.
- B. An employee will be notified by their supervisor when offices are closed.

Section 6.4

OUTSIDE EMPLOYMENT

A. PROHIBITION ON CONFLICTING EXTERNAL EMPLOYMENT

1. Under no circumstances shall an employee have other employment that conflicts with the policies, objectives and operations of the City.
2. An employee must not become indebted to a second employer whose interests might be in conflict with those of the City.
3. Employment “conflicts,” as set forth in this policy, shall be defined as when the second job impairs the employee’s ability to perform the duties of their position with the City.

B. INFORMING SUPERVISOR OF OTHER EMPLOYMENT

1. Employee, including Directors, shall be required to inform their supervisor or the Mayor, as applicable, in writing if they are employed elsewhere to determine whether there is a conflict with the time or duties required of them on their assigned job.
2. If, in the opinion of the City, outside employment is adversely affecting an employee’s job performance, they may be asked to refrain from such activities as a condition of continued employment with the City. Refusal to conform to such request shall be cause for dismissal.

C. EMPLOYMENT WITH CITY AS PRIMARY OCCUPATION

1. Employment by the City shall be considered the employee’s **primary** occupation, taking precedence over all other occupations.
2. Under no circumstances shall an employee engage in other employment duties while working their primary occupation with the City. Violation of this policy may result in disciplinary action, up to and including termination of employment.

Section 6.5**CITY EQUIPMENT**

- A. Each employee is responsible for all keys, tools, City identification cards and other equipment assigned to them and must return all items upon termination of employment. Cellular telephone equipment must be returned when leaving employment. An employee may be required to pay for lost or damaged equipment.
- B. Lost keys must be reported immediately to the employee's supervisor.
- C. The use of City equipment, machines and property for purposes other than City business is strictly prohibited. This includes, but is not limited to, the use of copying machines, computers, facsimile machines, telephones and service equipment.
- D. Equipment or supplies removed from City offices or premises must be recorded by the employee's supervisor, noting when it is removed, when it will be returned, and the individual responsible for its return.
- E. Each employee is responsible for reporting malfunctioning, damaged, or defective equipment to their supervisor.
- F. When tools, supplies, or equipment needed to perform job duties are provided by the City, each employee is responsible to see that they are properly used and maintained.
- G. Misuse, neglect, theft, or abuse of tools, supplies, and equipment is prohibited. Incidents involving misuse of tools or equipment will be subject to disciplinary action. Loss of equipment will require payment by the employee.

A. INTRODUCTION

1. Technology systems are the property of the City. Computers, computer files, the e-mail system, and software furnished to employees are City property intended for City business use only. City technology system resources are intended to support City objectives.
2. This policy establishes standards designed to protect the City from unwarranted and unauthorized technology usage. It provides a structure for the most effective use of computer systems/technology and helps prevent occurrences of abuse.
3. This policy applies to all employees, as well as contractors who have access to the City's technology systems.
4. The restrictions in this policy are not applicable to internet use when required in police investigations. In addition, the access to police databases such as LEADS/NCIC, CRIS, CAD, OLEN and any other law enforcement information system shall be exempt when used as required in police department operations.
5. To ensure compliance with this policy, computer and e-mail usage may be monitored.

B. RESTRICTIONS

1. The City strives to maintain a workplace free of harassment and sensitive to the diversity of its employees. Therefore, the City prohibits the use of computers and the e-mail system in ways that are disruptive, offensive to others, or harmful to morale.
2. For example, the display or transmission of sexually explicit images, messages, and cartoons is not allowed. Other such misuse includes, but is not limited to, ethnic slurs, racial comments, off-color jokes, or anything that may be construed as harassment or showing disrespect for others.
3. E-mail may not be used to solicit others for commercial ventures, religious or political causes, outside organizations, or other non-City business matters.
4. Downloading or storage of non-City related files, such as music, video, or picture files is not permitted. Desktop wallpaper is permitted.
5. Excessive use of electronic media and services should not be used in a manner that could cause network congestion or significantly hamper the ability of other people to access and use the system.

C. SOFTWARE

1. The City purchases and licenses the use of various computer software for City purposes and does not own the copyright to this software or its related documentation. Unless authorized by the software developer, the City does not have the right to reproduce such software for use on more than one (1) computer.

2. Employees may only use software on local area networks or on multiple machines according to the software license agreement. The City prohibits the illegal duplication of software and its related documentation.
3. The software on any City computer must have been purchased and installed by the City. Installing multiple copies of a piece of software without a multi-user license is not permitted. Bringing a copy of software from home and installing it on a City computer is not permitted. No personal software may be installed on a City computer. No employee is permitted to use non-approved software, discs, CDs, tapes or online internet transfer on City computer. This standard is necessary in order to reduce the likelihood of a virus from entering into and endangering the City's computer system.

D. PURCHASES, SERVICES AND BUDGETING

The Finance Director must approve all technology systems equipment, software, and any consultant source requisitions. Department Directors shall make requirements known each year through the Finance Department's budget process.

E. WORK REQUESTS

Submit work requests through the appropriate Department Director to the Third Party Network Administrator. All work requests for any technology-related matter must be completed by e-mail and sent to the Third Party Network Administrator. This request must include the employee's name, department, division, date, and request stated in a simple, but complete manner.

F. IMPLEMENTATION OF HARDWARE AND SOFTWARE

The Third Party Network Administrator determines configuration of equipment. The Third Party Network Administrator approves all installation or removal of equipment or software. Equipment may not be attached to or detached from the network without the permission of the Third Party Network Administrator. Under the direction of the Finance Director, the Third Party Network Administrator may reconfigure systems and delete any unauthorized software and data discovered. Employees are to register any and all USB-related hardware and/or software with the Third Party Network Administrator. The Third Party Network Administrator reserves the right to refuse, by physical and non-physical means, the ability to connect removable media and USB devices to corporate connected infrastructure through policy enforcement.

G. COMPUTER USE

Computers are not to be used to play games during working hours except as part of formal training programs, and cannot be used for private business or outside employment. Users are responsible for backing up critical data files. Employees will discretely communicate passwords (sign on, document, or data) to the Department Director and are not permitted to share passwords without the approval of the Department Director. All pass codes are the property of the City. No employee may use a pass code or voicemail access code that has not been issued to that employee or that is unknown to the City. Employees are not permitted to log on with their own credentials to another employee's computer. Employees cannot copy programs from City-owned systems for

use at home. City-owned technology products may not be removed from a City-owned building without the approval of the Department Director.

H. E-MAIL

The City provides e-mail for employees to conduct City business. Employees are not to exchange their e-mail passwords with any other individual. Communication by e-mail is encouraged when it results in the most efficient and/or effective means of communication. The sender of e-mail messages must retain the primary responsibility for seeing that those intended receive the communication.

1. **Public Record:** Electronic mail may be a “public record” and subject to disclosure in the same way that messages of similar substance contained in or upon media are defined as “public record” pursuant to applicable law. Employees should, therefore, exercise care regarding the content of their e-mail transmissions.
2. **City Property:** All e-mail messages are a part of the City’s technology system and, therefore, are considered City property. City management reserves the right to review all communications made by City personnel.
3. **Monitoring E-Mail:** The City reserves the right to monitor all employee electronic messages, except messages that are protected by attorney-client privilege, or by other privilege recognized under state or federal law. The City will refrain from accessing any employee’s electronic mail, unless its reasons for so doing are consistent with the City’s need for supervision, control, and efficiency in the workplace. Subject to the foregoing limitations, once an e-mail message has left a sender’s computer workstation, the sender relinquishes all control and domain over all future use of the e-mail.
4. **Retention:** Generally, records transmitted through the e-mail system will have the same retention period as records in other formats related to the same program function or activity. Employees may comply with the retention requirements of the public records law by doing the following: the recipient of e-mail must determine if incoming e-mail should be printed before being deleted. If the recipient prints the e-mail, the hard copy must be stored in the relevant subject matter file and retained pursuant to the City’s retention schedule.
5. **Acceptable E-Mail Use:** The use of the network must comply with the rules appropriate to that network. Transmission of any material in violation of any Federal or State regulation is prohibited. It is not acceptable to interfere with or disrupt other users. Such interference or disruption includes but is not limited to: distribution of unsolicited advertising; propagation of computer worms or viruses; and using the network to make unauthorized entry to other communications devices or resources.
6. **Etiquette:** Employees are expected to abide by the generally accepted rules of network etiquette. These include, but are not limited to, the following:
 - a. be polite: do not get abusive in messages to others.

- b. use appropriate language: do not swear, use vulgarities, or any other inappropriate language.
- c. do not use the network in such a way that you would disrupt the use of the network by other users.
- d. prohibited uses of electronic systems and information include but are not limited to: illegal activities; threats; harassment; slander; defamation; obscene or suggestive messages or offensive graphical images; racially offensive or derogatory material; political endorsements; commercial activities; chain letters; copies of documents in violation of copyright laws or trade secrets; or any use which compromises the integrity of the City in any way.

I. VANDALISM

Vandalism is defined as any malicious attempt to harm or destroy data of another user. This includes, but is not limited to, the uploading or creation of computer viruses. Vandalism may result in the cancellation of privileges and/or disciplinary action.

J. SECURITY

Security on any computer system is a high priority, especially when the system involves many users. If an employee feels they have identified a security problem, that employee must notify the Third Party Network Administrator. Do not demonstrate the problem to other users. Do not use another individual's account without written permission from that individual.

K. DOWNLOADING

Downloading and installation of programs from the internet falls within the policy of installation of software and requires the approval of the Third Party Network Administrator.

L. USE OF THE INTERNET

Use of the internet includes all restrictions which apply generally to the use of the City's e-mail and other electronic equipment. In addition, the following rules apply with respect to internet usage:

1. Browsing of Web Sites: Browsing/accessing web sites that contain pornographic material is prohibited.
2. No Participation in Web-Based Surveys Without Authorization: When using the internet, the user implicitly involves the City in their expression. Therefore, users should not participate in web or e-mail based surveys or interviews without authorization from the Department Director.
3. No Use of Subscription-Based Services Without Prior Approval: Some internet sites require that users subscribe before being able to use them. Users should not subscribe to such services without the express approval of the Department Director.

4. No Violation of Copyright: Many of the materials on the internet are protected by copyright. Even though they may seem to be freely accessible, many of the intellectual property laws which apply to print media still apply to software and material published on the internet. Please do not copy or disseminate material that is copyrighted. Employees having any questions regarding such materials should contact the Law Department for guidance.
5. Website Monitoring: Website access is tracked and monitored by user access and local IP address. At any time, access can be revoked as needed.

M. WIRELESS USAGE

1. Connection of any smart devices, phone, tablets, laptops, computers, etc., to the City's Wireless Network must be approved exclusively by the Third Party Network Administrator.
2. Visitors requiring internet access may be provided with a guest username and password for the City "Guest" Wireless Network or will be given a time-sensitive token that will unlock "Guest Internet" accessibility for a period of time. At no time is a guest allowed to access the City's internet/intranet with their laptop, tablet or any type of mobile device.
3. The City's "Guest" Wireless Network may be made available to employees for mobile device connectivity and the City assumes no liability for any content uploaded, shared, transmitted, or downloaded by an employee or any third party, or for anything an employee or third party may encounter or any data that may be lost while connected to the City's "Guest" Wireless Network.
4. All mobile devices, City-provided or personal, will be subject to any and all applied internet usage policy standards and shall be limited to activities that adhere to legal and ethical conduct.
5. To protect these networks from unauthorized use, all activities are monitored, recorded and subject to audit.

N. USE OF CITY-ISSUED EMAIL ADDRESS FOR COLLECTIVE BARGAINING PURPOSES

It shall not be a violation of this policy for any bargaining unit employee to use their City-issued email address to notify other bargaining unit members of union-related business or activities, provided that said emails are directly related to union business or activities and not political activity.

O. VIOLATION

1. Employees who violate this policy will be subject to disciplinary action, up to and including termination.
2. Employees should notify their immediate supervisor, the Finance Director, or any member of management upon learning of violations of this policy.

Section 6.7**USE OF TELEPHONES****A. INTRODUCTION**

The primary purpose of this policy is to establish fundamental rules for the use of City-issued cell phones. This policy about cell phone usage applies to any City-owned device that makes or receives phone calls, leaves messages, sends text messages, accesses the internet or downloads and allows for the reading of and responding to email.

B. APPLICABILITY

This policy applies to all City employees, including full-time, part-time, temporary and seasonal.

C. STATEMENT OF POLICY

1. City-issued cell phones are to be used for City business only.
2. The City may issue cell phones to employees whose jobs require them to make calls while away from work or require them to be accessible for City-related matters.
3. All cell phone requests must be submitted to the employee's supervisor and must be included in the employee's Department's budget. The cell phone, the plan, and any accessories must be included on the request along with the related business justification. Contracts for cell phone service will be in the City's name. Cell phones and accessories (e.g., battery chargers, etc.) remain City property. To the extent permitted by applicable law, employees will be responsible for lost or stolen cell phones, etc. belonging to the City. Employees must immediately report lost, stolen, damaged, or malfunctioning cell phone to the Finance Department.
4. Employees assigned a cell phone shall, during business hours, have the phone turned on and with them.
5. Unless otherwise authorized, City-issued cell phones must be used only to perform City business. In addition, employees should use a City provided cell phone only when a less costly alternative does not exist, i.e., land line, mobile radio, etc.
6. Cell phones issued by the City are City property. Employees must comply with City requests to make their City-issued cell phones available for any reason, including upgrades, replacement, or inspection. When an employee's employment relationship with the City concludes, for any reason, the employee must turn in their City-issued cell phone.
7. Employees are to use cell phones in a safe manner. Employees must adhere to all federal, state or local rules and regulations regarding the use of cell phones while driving. Accordingly, employees must not use cell phones if such conduct is prohibited by law, regulation or other ordinance. Cell phones are not to be used for illegal activities.

8. Employees should not use hand-held cell phones while driving. Should an employee need to make a business call while driving, they should locate a lawfully designated area to park and make the call.
9. Employees may use hands-free cell phones to make business calls, but only in emergency situations. Such calls should be kept short and should the circumstances warrant (e.g., heavy traffic, bad weather, etc.), the employee should locate a lawfully designated area to park to continue the call.
10. The prohibition of cell phone or similar device use while driving includes receiving or placing calls, text messaging, browsing the internet, receiving or responding to email, checking for phone messages, or any other purpose related to the employee's employment or the City.
11. Employees may not use cameras, video and audio recording devices, or video or recording features of cell phones, MP3 players or personal digital assistants with wireless communications capabilities or other digital devices that contain such capability at work that can cause violations of privacy and breaches of confidentiality.
12. The City allows employees to bring their personal cell phones to work. Employees are to keep personal conversations to a minimum. A personal cell phone is not to be used regularly or typically to conduct City business. Nothing in this rule is intended to prohibit a supervisor or their designee from contacting an employee at their personal cell phone number.
13. Employees in possession of a City-issued cell phone shall not delete from the phone any data, text messages, electronic mail, call records, or internet browsing history.
14. If accessing the internet on a City-issued cell phone, employees shall comply with the City's policy on computer and email usage.

D. VIOLATION

Violation of this policy will subject an employee to disciplinary action, up to and including termination.

Section 6.8**USE OF CITY PROPERTY**

No employee shall use City property, including lands, buildings, equipment, or supplies for any personal reason. Any violation of this policy will be grounds for disciplinary action. Employees should be aware that such use may also violate criminal statutes or ordinances and, depending on the facts and circumstances of such use, may result in prosecution.

Section 6.9**USE OF CITY VEHICLES**

- A. The purpose of this policy is to provide a clear set of policies and guidelines regulating the use of City owned vehicles by City employees and to avoid any conflicts or misunderstandings regarding their use. Any violation of this policy may result in disciplinary action, up to and including termination.
 - 1. Use of City vehicles is authorized by Department Directors and shall be restricted to official City business, or as approved by the Mayor, City Council or as specifically proscribed by codified ordinance.
 - 2. City owned vehicles are to be utilized exclusively for City business and matters relating to the operation of the services provided by the City to the community. This policy covers all vehicles owned by the City.
 - 3. The Mayor may grant temporary use of City vehicles for commute purposes when deemed appropriate or necessary, subject to the restrictions set forth above.
- B. Employees operating a City vehicle are required to have a proper and valid motor vehicle operator's license or commercial driver's license, if necessary. Proof of a valid license may be required by the City. The City may require a copy of the valid license of each person who is authorized to drive any vehicle on City business. The City shall also maintain a current list of all employees who may operate a City vehicle.
- C. Employees are required to provide their own transportation to and from work. City vehicles are not to be used for this purpose, unless explicitly authorized by the Mayor. Such authorization must be in writing, and must be renewed in writing on an annual basis.
- D. City vehicles are not to be kept overnight unless approved by the Mayor.
- E. It is the responsibility of all City employees to maintain and service the vehicles assigned to their individual Department. All vehicles are to be operated and maintained in a safe and efficient manner. The operator of a City vehicle shall be responsible for reporting any defect, damage or unsuitable condition of a City vehicle to their Department Director.
- F. An employee who operates any vehicle on City business shall exercise caution and responsibility and shall obey all safety regulations and traffic laws. This shall include a requirement to wear a seat belt and a prohibition of the use of cellular phones while driving a City vehicle, unless a hands-free phone system is used or, the use of the cellular phone is for an urgent situation requiring immediate phone use.
- G. Should any employee be involved in a traffic accident involving any vehicle on City business, the employee shall notify local law enforcement immediately and provide all necessary information. The employee shall also report, in writing, the details of such occurrence to their Department Director. This notice is required of any employee who sustains or causes injury or damage to any person or property while driving any vehicle on City business.

- H. In the event an employee's driver's license expires or is revoked, suspended, forfeited, or restricted in any manner, an employee is required to report that information within seventy-two (72) hours of its occurrence to their Department Director.
- I. City-owned gas and fuel shall be placed in City vehicles only. No employee is permitted to place City-owned gas or other fuel in their personal or other private vehicle under any circumstances.
- J. Employees who operate their personal vehicle for City business shall be paid a mileage allowance at the IRS established business use mileage rate.
- K. The Finance Director shall report the use of vehicles in accordance with the guidelines of the Internal Revenue Service Code. Employees should be aware that use of a city vehicle for commuting may constitute reportable income under the Internal Revenue Code. The vehicles are not an inducement for employment nor should they be considered as compensation.
- L. A vehicle that is purchased or leased for use by the Mayor is considered a necessity for the performance of their duties as the Mayor. The Mayor's use of this vehicle shall be at their discretion.
- M. No employee shall use alcohol (or any beverage, mixture or preparation including medication containing alcohol) while operating any vehicle for City business within four (4) hours prior to carrying out such activities. Employees who are driving any vehicles for City business are not permitted to use controlled substances even if prescribed to them by a licensed physician. For purposes of this policy, "controlled substances" shall include any drug or substance that is tightly controlled by the government because it may be abused or cause addiction. Controlled substances include, but are not limited to, opioids, stimulants, depressants, hallucinogens and anabolic steroids.
- N. Non-employees are not permitted to ride in a City vehicle except for business-related reasons.
- O. Seatbelts are to be used at all times when driving or riding in any vehicle for City business.

Section 6.10**CONFIDENTIALITY AND RELEASE OF INFORMATION**

- A. Employees authorized to have access to confidential information should handle it in a manner that ensures confidentiality.
- B. Discussion of confidential City information with unauthorized persons, including members of the employee's family, is prohibited.
- C. When an employee is asked for information about City records, the request should be referred to the Mayor or Department Director and, if the request pertains to personnel records, to the Finance Director.
- D. Only the Mayor or their designee is authorized to release information to the news media.
- E. Records or copies of records may not be taken home without approval from the Mayor.
- F. Employees who are designated as public record custodians are authorized to release public records upon proper requests and after review by the Mayor or their designee. Employees not designated as public records custodians are prohibited from releasing information or records without prior authorization of the Mayor.

Section 6.11**POLITICAL ACTIVITY**

- A. Employees in the classified service are prohibited under state law from engaging in certain types of political activity. Employees in the unclassified service are generally not prohibited from engaging in political activity. "Political activity," for purposes of this policy, refers to partisan activities, campaigns, and elections involving primaries, partisan ballots, or partisan candidates.
- B. Examples of permissible activities for employees in the classified service include, but are not limited to, the following:
1. Registration and voting;
 2. Expression of opinions, either oral or written;
 3. Voluntary financial contributions to political candidates or organizations;
 4. Circulation of non-partisan petitions, petitions that do not identify with any particular party, or petitions stating views on legislation;
 5. Attendance at political rallies;
 6. Signing nominating petitions in support of individuals;
 7. Display of political materials in the employee's home or on the employee's property;
 8. Wearing political badges or buttons, or the display of political stickers on private vehicles; and
 9. Serving as a precinct election official under R.C. 3501.22.
- C. The following activities are prohibited to employees in the classified service:
1. Candidacy for public office in a partisan election;
 2. Candidacy for public office in a non-partisan general election if the nomination to candidacy was obtained in a partisan primary or through the circulation of nominating petitions identified with a political party;
 3. Filing of petitions meeting statutory requirements for partisan candidacy to elective office;
 4. Circulation of official nominating petitions for any candidate participating in a partisan election;
 5. Service in an elected or appointed office in any partisan political organization;

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

A. STATEMENT OF COMMITMENT

All City employees are entitled to work in an environment free from harassment. The City will take all appropriate and necessary steps to ensure that employees of the City and other individuals interacting with City employees are free from unlawful harassment. The City will not tolerate harassment of its employees by any outside client, vendor, or any other non-employee of the City, or harassment by a City employee towards any outside client, vendor, or any other non-employee of the City. Employees are encouraged to report any such behavior that is directed towards them or another employee. The City will investigate claims and take remedial action which is reasonably calculated to stop the harassment and prevent future harassment. Such remedial action may include discipline, up to and including termination.

B. UNLAWFUL HARASSMENT

1. Unlawful harassment refers to any unwelcome behavior that is based on a protected class (such as gender, age, religion, national origin, color, creed, sexual orientation, race, physical ability, or political affiliation) where such behavior has the purpose or effect of interfering with the employee's ability to work, or creates a hostile or intimidating work environment
2. Unlawful harassment encompasses any objectionable and unwelcome act that humiliates, intimidates, or threatens. It is persistent behavior found to be threatening or disturbing to others. Unlawful harassment may include, but is not limited to, yelling, threatening, name-calling, rude remarks or gestures, and unwanted sexual advances. It may also include discrediting a person's reputation through gossip, isolating a person from social contact, and intentionally setting a person up for failure.

C. QUID PRO QUO SEXUAL HARASSMENT

1. "Quid Pro Quo" sexual harassment is defined as any unwelcome verbal or sexual advance, sexually explicit derogatory remark, request for sexual favor or other verbal or physical conduct of a sexual nature made by someone in the workplace which is offensive or objectionable to the recipient, or which causes the recipient discomfort or humiliation when:
 - a. Submission to the conduct is either an explicit or implicit term or a condition of employment;
 - b. Submission to or rejection of the conduct is used as the basis for an employment decision affecting the person who did the submitting or rejecting; or
 - c. The conduct interferes with job performance or creates an intimidating, hostile or offensive working environment.
2. The City neither condones nor tolerates sexual harassment in the workplace, whether committed by supervisory or non-supervisory employees. No one is permitted to imply or threaten that cooperation with, or refusal of, sexual advances will have any effect on

an individual's status, advancement, assignment, career development, compensation or any other condition of employment or appointment.

3. The responsibility for administering and complying with this policy is to be delegated and communicated to all levels of management. Supervisors and other management employees will ensure that all employees are aware of this policy against sexual harassment and that adequate procedures are in place to facilitate prompt reporting, investigation, and remedial action.
4. Any supervisor or management employee who observes or receives information about any behavior that could be interpreted as sexual harassment is responsible for taking prompt action to stop the behavior and to investigate the behavior.

D. BULLYING/INTIMIDATION

1. The City hereby adopts the Workplace Bullying Institute's ("WBI") definition of workplace bullying: "repeated, health-harming mistreatment of one (1) or more persons (the targets) by one or more perpetrators" that take one (1) or more of the following forms:
 - a. Verbal abuse;
 - b. Offensive conduct or behaviors, including nonverbal, that are threatening, humiliating, or intimidating; and/or
 - c. Work interference (i.e., sabotage) that prevents work from getting done.
2. This definition encompasses such actions as having work product criticized constantly, yelling, being reminded constantly of past mistakes, spreading rumors or lies and being intentionally avoided or excluded.
3. When evaluating complaints, it is important to look at the big picture, or in legal terms, the totality of the circumstances. Repeated mistreatment is a key element of the WBI's definition of workplace bullying. Bullying is not a one-time altercation. Rather, it is persistent harassment or abuse. Another key element of the definition is that the mistreatment must cause harm to the target's health.
4. All employees shall be provided a copy of this policy.
5. All employees shall participate in training for harassment in the workplace within the first year of hire, and thereafter as deemed necessary.

E. REPORTING PROCEDURE

Whenever an employee believes they are a victim of any job-related harassment by another employee, a member of management, or a City contractor, the following investigation procedure will be followed:

1. An employee who believes that they are a victim of any type of harassment should attempt to tell the harasser to stop the unwelcome behavior. If the employee does not feel comfortable confronting their harasser, they should report the harassment to their immediate supervisor. If the immediate supervisor is the harasser, or the employee feels uncomfortable reporting to them for any reason, they may report the issue to any other manager or Department Director. If the employee is uncomfortable reporting to any other manager or director, the employee may report the conduct to the Mayor or the Law Director.
2. If a supervisor is the subject of a complaint, the Mayor or their designee will conduct the investigation. If the Mayor is the subject of the complaint, the Law Director will appoint an individual to conduct the investigation.
3. The supervisor/manager/Department Director should urge the complainant to put the complaint in writing and to be as specific as possible to protect the rights of all parties. The supervisor/manager/Department Director is required to immediately notify the Mayor, who will order a thorough investigation.
4. When the supervisor or other appropriate individual is advised of the alleged harassment, either on the basis of a written or verbal report, a thorough investigation of the situation will be made in the following manner:
 - a. The complaint will be documented by the Investigator. The report will include a factual description of the incident(s).
 - b. The Investigator will interview all parties or witnesses and gather all relevant documents, including, if available, any audio or video tapes or emails and text messages.
 - c. The Investigator will interview any parties or witnesses as necessary, so that they may respond to information given in the initial interviews by other parties or witnesses.
 - d. The Investigator will write a report of their findings, which will include the allegations, responses and other factual information gathered. The Investigator's report should include the Investigator's conclusions and recommendations for possible discipline.
 - e. If, at the conclusion of that report, the Investigator has reason to believe that a form of harassment has occurred, the employee will be advised that such conduct is improper, in violation of federal and state law, and that the employee is subject to disciplinary action, up to and including discharge.
 - f. If the Investigator determines that the incident did not occur or does not constitute any form of harassment, no document indicating that a complaint was filed or that an investigation was undertaken will be placed in the personnel file of either the complainant or the accused employee. Documents will be retained by the Mayor in a separate file as proof of the investigation.

- g. The Investigator will determine if any form of harassment occurred, and if so, what action they recommend. They shall then document their recommendation and submit it along with the employee's written complaint to the Mayor and the employee's Department Director for final disposition. In the event that the Mayor and/or the Department Director is the subject of the harassment complaint and/or investigation, the Investigator shall submit the final report to the Law Director.
- h. The Mayor and Department Director (or Law Director) will take whatever action they deem appropriate to help ensure that the offensive conduct is stopped.

F. RETALIATION PROHIBITED

The City prohibits any form of retaliation against any employee for reporting or filing a complaint under this policy or for assisting in a complaint investigation.

CITY OF UNIVERSITY HEIGHTS
INTEROFFICE MEMORANDUM

TO: CITY COUNCIL MEMBERS/MAYOR MICHAEL BRENNAN

FROM: DENNIS KENNEDY, FINANCE DIRECTOR

SUBJECT: ALTERNATE TAX BUDGET - 2022

DATE: JUNE 1, 2021

CC: KELLY THOMAS, CLERK OF COUNCIL

I would request that the following item be added to the Council agenda or the meeting scheduled for June 7, 2021: approval of the 2022 Alternate Tax Budget. The item can be added to the agenda under first reading. Approval at the June 21, 2021 meeting will allow sufficient time for filing the document with the County on or before July 15, 2021 and will eliminate the need for a special meeting in July.

The purpose of this submission is to provide the Cuyahoga County Budget Commission with prospective expenditure data to support the levy of property taxes for operations and debt. There is no change to the proposed millage allocations from 2021.

In 2022, the City will make its final debt service payment in support of the 2013 bond issue for the park improvements. The annual payment of principal and interest of approximately \$300,000 will no longer be required. The City can determine next year what additional debt or assignment of inside millage will be required moving forward.

Due to the re-allocation of mills assigned to the Debt Service Fund in 2021 and 2022, we will effectively use the surplus balance in that fund (#300) to complete the debt service obligations through 2022.

There will be no change to the tax rate imposed on residential and commercial properties by the City in 2022.

Attachments

RESOLUTION NO. 2021-20

INTRODUCED BY: Mayor Michael Dylan Brennan

A RESOLUTION ADOPTING THE ALTERNATIVE 2022 TAX BUDGET

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF UNIVERSITY HEIGHTS, OHIO, THAT:

Section 1. The 2022 Tax Budget for the City of University Heights for the calendar year beginning January 1, 2022 in the form attached hereto and made a part hereof as Exhibit A, filed with the Council, be and hereby is adopted as the official tax budget of the City of University Heights for the calendar year commencing January 1, 2022.

Section 2. The Director of Finance is hereby authorized to certify a copy of said tax budget and forward a certified copy of this Resolution to the Auditor of Cuyahoga County.

Section 3. It is hereby found and determined that all formal actions of the Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

Section 4. This Resolution shall become **effective after two (2) readings** at the earliest time allowed by law.

CITY OF UNIVERSITY HEIGHTS

Michael Dylan Brennan, Mayor

First Reading: _____

Passed: _____

ATTEST:

Kelly M. Thomas, Clerk of Council

APPROVED AS TO FORM:

Luke F. McConville, Law Director

**CITY OF UNIVERSITY HEIGHTS
INTEROFFICE MEMORANDUM**

TO: CITY COUNCIL MEMBERS/MAYOR MICHAEL BRENNAN

FROM: DENNIS KENNEDY, FINANCE DIRECTOR

SUBJECT: BUDGETED TRANSFER TO STREET LIGHTING FUND (#203)

DATE: JUNE 16, 2021

CC: KELLY THOMAS, CLERK OF COUNCIL

I am requesting that an item be added to the Council agenda for the June 21, 2021 meeting. The permanent budget for 2021 contained a transfer from the General Fund to the Street Lighting Fund in the amount of \$34,000. I would request that this transfer be placed before Council for approval under emergency.

The details of the transfer are:

FROM:	100-1999-59010	Transfers Out	\$34,000.00
TO:	203-1999-49100	Transfers In	\$34,000.00

The budgeted transfer will help support current expenses associated with Fund 203 – Street Lighting Fund for the remainder of 2021.

ORDINANCE NO. 2021-24

Introduced By: Mayor Michael Dylan Brennan

**AN ORDINANCE AUTHORIZING THE TRANSFER OF FUNDS FROM THE
GENERAL FUND (100) TO THE STREET LIGHTING FUND (203)
AND DECLARING AN EMERGENCY.**

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
UNIVERSITY HEIGHTS, OHIO, TO BE TRANSFERRED FROM THE GENERAL FUND
(100) TO THE STREET LIGHTING FUND (203).**

Section 1. The Director of Finance be, and is hereby authorized and directed to make the necessary transfer of funds as herein set forth and that such transfers be and the same are hereby ratified and confirmed, to wit:

<u>FROM GENERAL FUND</u>	<u>TO STREET LIGHTING FUND</u>	<u>AMOUNT</u>
100-1999-59010	203-1999-49100	<u>\$34,000.00</u>
	Total:	\$34,000.00

Section 2. The Director of Finance is hereby directed to submit a certified copy of this Ordinance to the Budget Commission of Cuyahoga County, Ohio.

Section 3. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

Section 4. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the health, safety and welfare and shall therefore be in full force and effect immediately upon passage by the affirmative vote of not less than five (5) members elected to Council and approval by the Mayor or otherwise at the earliest time allowed by law.

CITY OF UNIVERSITY HEIGHTS, OHIO

MICHAEL DYLAN BRENNAN, MAYOR

PASSED:

ATTEST:

KELLY M. THOMAS, CLERK OF COUNCIL

APPROVED AS TO FORM:

LUKE F. MCCONVILLE, LAW DIRECTOR



UNIVERSITY HEIGHTS FIRE DEPARTMENT

Chief Robert D. Perko III
3980 Silsby Road
University Heights, OH 44118

Phone: 216.321.1939
Fax: 216.932.8584

Memoranda

TO: MICHAEL DYLAN BRENNAN, MAYOR/SAFETY DIRECTOR
CITY COUNCIL
FROM: CHIEF PERKO
SUBJECT: APPROVAL TO WAIVE THE COMPETITIVE BIDDING PROCESS AND TO PURCHASE
TECHNICAL RESCUE EQUIPMENT TO FULFILL THE FY2019 FEMA AFG GRANT AWARD
DATE: JUNE 16, 2021
CC: KELLY THOMAS, CLERK OF COUNCIL

The Federal Emergency Management Agency (FEMA) offers an Assistance to Firefighters Grant (AFG) program. Through this program they support the needs of public safety in local communities. The primary goal of the AFG is to enhance the safety of the public and firefighters with respect to fire-related hazards by providing direct financial assistance to eligible fire departments, nonaffiliated EMS organizations, and State Fire Training Academies. This funding is for critically needed resources to equip and training emergency personnel to recognized standards, enhance operations efficiencies, foster interoperability, and support community resilience.

The Fire Department obtained your approval to apply for grants on April 20, 2020. We were fortunate to be notified on September 2, 2020 that the Fire Department received official notification that the \$127,140 grant project was approved. During the October 19, 2020 council meeting a motion to accept FY2019 Federal Emergency Management Agency (FEMA) Assistance to Firefighters Grant (AFG) in the amount of \$121,085.71 with a city's match of \$6,054.29 for a total amount of \$127,140 was approved. The financial components of this grant are as follows: Personnel \$68,640.00, **Equipment \$25,500.00**, Contractual \$33,000.00, Federal \$121,085.71, and Non-federal \$6,054.29 for a total of \$127,140.00.

At this time the Fire Department is seeking approval to purchase the needed equipment to meet the scope of the grant in the amount not to exceed \$25,500.00. I am also seeking approval for council to waive the competitive bidding process. Many of the items are specific to the manufacturer making them and vendors cannot stock or place order for the items. Multiple quotes from multiple vendors were obtained to seek comprehensive pricing but unfortunately many of the vendors could not quote the comprehensive order, thus only providing a limited quote. The vendor that our regional technical rescue team utilizes was able to submit a comprehensive quote across two different quotes. These two quotes encompass all items needed to fulfil the equipment cache of the grant project and also provides pricing that is the lowest of all other vendors. Quote #1 in the amount of \$11,919.57 and quote #2 in the amount of 11,537.43 does not include shipping or freight. This could not be estimated at this time due to the fluidity of the market. The total of both quotes equaling \$23,457.00 should assume additional shipping costs.

Therefore, I am respectfully requesting the approval to waive the competitive bidding process and approval to purchase equipment from Arizona Hiking Shack in an amount not to exceed \$25,500.

Thank you.



Dustin Rogers
 Chief of Police
 (216) 932-1160

MEMORANDUM

**City of University Heights
 Division of Police**

2304 Warrensville Center Road
 University Heights, Ohio 44118



**UNIVERSITY
 HEIGHTS**

Michael D. Brennan
 Mayor/Safety Director
 (216) 932-7800

TO: Michael Dylan Brennan, Mayor / Safety Director
 Dennis Kennedy, Finance Director
 University Heights City Council

FROM: Dustin Rogers, Chief of Police DR

DATE: June 17, 2021

RE: Police Vehicle Replacement

2 new police vehicles were budgeted for purchase in 2021. These new vehicles would replace marked units 7233 and 7234, both of which are due for routine replacement. The purchase of 2 new vehicles would allow for the agency to continue to provide essential services/responses to the public consistent with historical practice.

At this time, I am respectfully requesting authorization to purchase 2 new police vehicles through Statewide Ford/the state contract holder, and authorization to purchase the essential/industry standard vehicle equipment from various vendors, in a total amount not to exceed \$138,078.22:

	<u>Each Vehicle</u>	<u>Total – 2 Vehicles</u>
• Vehicle:	\$37,755	\$75,510
• Equipment:	\$26,784.11	\$53,568.22
• Install:	\$3,000	\$6,000
• Misc./Buffer	\$1,500	\$3,000
• Total	\$69,039.11	\$138,078.22

Attached is a related 06-09-21 memo from our Fleet Manager Lt. Lombardo with detailed information regarding police vehicles and essential/industry standard vehicle equipment, 2 requisitions for the Statewide vehicle/equipment expenses only (primary purchase component), related quotes, and supplemental memo information regarding our fleet/operational use/replacement program.



Dustin Rogers
 Chief of Police
 (216) 932-1160

MEMORANDUM

City of University Heights
Division of Police
 2304 Warrensville Center Road
 University Heights, Ohio 44118



UNIVERSITY
HEIGHTS
Michael D. Brennan
 Mayor/Safety Director
 (216) 932-7800

TO : Chief Rogers
FROM: Lt. B. Lombardo *BLL*
DATE : June 9, 2021
RE : Vehicles

Chief,

Attached are the quotes for the two new police vehicles. Both vehicles will replace marked units (units 7234 and 7233).

Please note that I was just informed today that Ford has announced the cut off date for ordering vehicles which is June 23, 2021. This means that I have to have a PO and W9 into the dealer for the vehicles as soon as possible. I have spoken to the dealer and advised him that I have to wait for council approval and that if approved the earliest I could possibly have a PO would be June 22. It is possible with being that close in time to the cut off that Ford could cancel the order, and then we would have to wait for a new state contract to be issued (ford will not be maintaining the pricing into 2022 and there will most likely be a increase)

Cost breakdown is as follows:

Vendor:	Statewide Ford (State contract holder)	
Vehicles	\$37,755ea	TOTAL: \$75,510
Vendor:	Statewide Emergency Products	
Vehicle Equipment	\$9,940ea	TOTAL: \$19,880
Vendor:	SHI International Corp	
MDT's	\$4,982.11ea	TOTAL: \$9,964.22
Vendor	Watchguard Video	
Mobile Video and Body Cam	\$10,512	TOTAL: \$21,024
Vendor	Hint Mounts	
MDT Mount	\$675.00	TOTAL: \$675

Vendor Cleveland Trim and Stripe
Vehicle Graphics \$675ea TOTAL: \$1,350

Vendor B and C Communications
Installation \$pending TOTAL: Pending

Some basic information for the above items:

Vehicles

These are 2021 Ford Utilities (Explorers) and would be purchased from Statewide Ford (who is the current state contract holder). RS900321

Vehicle Equipment

We will be transferring what equipment we can from our older vehicles, however due to substantial vehicle design changes by the manufacturer a lot of it will need to be replaced. This equipment would be purchased from Statewide Emergency Products who is a state contract holder for various equipment on the order (RS900821, RS900920)

MDT

Current computers are coming the end of their life. These initial units were purchased starting in 2013 and are around 7 years old. The replacement units would be from a different manufacturer and are tablet based, and are a reduced cost compared to our current units. These units would come from SHI International Corp.

In Car Video system

Our current in car video systems on these two vehicles are long past their useful life and are starting to have problems. They were purchased in 2009 and have been in service that entire time. In looking at replacement options I would like to move to a different vendor that offers some options that I believe would be beneficial.

These new systems would be from WatchGuard Video (part of Motorola Solutions) and include the vehicle system with multiple cameras, mounting equipment, body camera, extended warranties, and evidencelibrary.com software and hosting (which is an annual subscription)

The units are on State of Ohio Contract (573077-0-1)

MDT Mounts

These mounts are from Hint Peripherals and are the new versions of the current mounts we use.

Graphics

Vehicle lettering/graphics would be done by Cleveland Trim & Stripe Co who has done our vehicle markings for a number of years

Installation

I do not have a quote at this time. It is assumed that it would be around \$2500-\$3000 per car and B&C Communications would be handling the install. I would also expect some additional for misc parts/contingency cost and accessories (antennas, parts found no longer usable, etc)

Statewide Ford Lincoln 1108 W. Main Street Van Wert, Ohio 45891		Reference Number 210506SR		Sales Rep Name Steve Rick		SFL Vehicle Build <input type="checkbox"/> Cust. Vehicle Build		Location Of Job <input type="checkbox"/> SEP Location <input type="checkbox"/> Cust. Location	
Revision Level Date Vehicle		3/25/2021 2021 Utility		Purchase Order Number		Estimated Time		Other	
Status									

Customer Billing Information				Contact Information				Customer Shipping Information			
Purchaser Name		University Heights Police Dept.		Email		blombardo@universityheights.com		Drop Ship Company			
Contact Name		Lt. Brian Lombardo		Phone		216-932-6113 x251		Delivery Attention			
Mailing Address		2304 Warrensville Center Rd.		Fax				Delivery Address			
City, State & Zip		University Heights, OH 44118		Alt. Contact				City, State & Zip			
Notes Section: This quote is valid until the 2021 model year order cutoff. Ford has not announced a date as of the date of this quote.											
Standard vehicle options for the 2021 model year are: LED spot light, LED ready headlamps, handsfree bluetooth, and trailer hitch w/ wiring group.											

QTY	Manufacturer	Part Number	Part Description	Unit Price	Extended Price	Cost of Options
1	Ford	K8A	Utility Interceptor, 3.3L V6 engine, AWD	\$32,280.00	\$ 32,280.00	
1	Ford	59B	Keyed alike code 1284X	\$ 75.00	\$ 75.00	
1	Ford	549	Heated mirrors	\$ 59.00	\$ 59.00	
1	Ford	43D	Courtesy lamp inoperative	\$ 50.00	\$ 50.00	
1	Ford	68G	Rear door handles, locks, switches inoperative	\$ 74.00	\$ 74.00	
1	Ford	18D	Global unlock rear hatch door - no charge		\$ -	
1	Ford	17T	Red/White dome light for cargo area	\$ 60.00	\$ 60.00	
1	Ford	66A	Front headlamp solution wiring, requires 67U	\$ 895.00	\$ 895.00	
1	Ford	66B	Taillamp lighting solution, requires 67U	\$ 430.00	\$ 430.00	
1	Ford	66C	Rear lighting solution, requires 67U	\$ 455.00	\$ 455.00	
1	Ford	67U	Ultimate wiring harness, requires 67V	\$ 560.00	\$ 560.00	
1	Ford	67V	Front and rear police wire harness connector kit	\$ 185.00	\$ 185.00	
1	Ford	17A	Auxiliary rear A/C	\$ 610.00	\$ 610.00	
1	Ford	55B	Blind spot monitor and cross traffic alert	\$ 545.00	\$ 545.00	
1	Ford	47A	Police engine idle	\$ 260.00	\$ 260.00	
1	Ford	63L	Rear quarterglass side marker LED, requires 67U	\$ 575.00	\$ 575.00	
1	Ford	19K	Battery - H8 AGM (92-amp-hr/850-CCA)	\$ 110.00	\$ 110.00	
1	Ford	19V	Rear camera on demand	\$ 230.00	\$ 230.00	
1	Ford	52P	Hidden door lock plunger	\$ 160.00	\$ 160.00	
1	Ford	DELIVERY	Delivery charge (\$0.35 x 404 miles, roundtrip)	\$ 142.00	\$ 142.00	

Statewide Emergency Products		Reference Number		210661SRrev1	
1108 W. Main Street		Revision Level	Revision 1		
Van Wert, Ohio 45891		Date	6/2/2021		
	Vehicle	2021	Utility		
	Status				
Sales Rep Name		Steve Rick		<input type="checkbox"/> SFL Vehicle Build	<input type="checkbox"/> Location Of Job
Purchase Order Number		Estimated Time		<input type="checkbox"/> Cust. Vehicle Build	<input type="checkbox"/> SEP Location
				<input type="checkbox"/> Other	<input type="checkbox"/> Cust. Location

Customer Billing Information		Contact Information		Customer Shipping Information	
Purchaser Name	University Heights Police Dept.	Email	blombarado@universityheights.com	Drop Ship Company	
Contact Name	Lt. Brian Lombardo	Phone	216-932-6113 x251	Delivery Attention	
Mailing Address	2304 Warrensville Center Rd.	Fax		Delivery Address	
City, State & Zip	University Heights, OH 44118	Alt. Contact		City, State & Zip	
Notes Section: Because of the escalating prices of materials and shipping, this quote is only valid for 15 days.					

QTY	Manufacturer	Part Number	Part Description	Unit Price	Extended Price	Cost of Options
1	Havis	C-VS-1400-INUT-1	Low-profile angled console for '21 Ford PIU, includes C-EB20-USB-1P for relocating OEM USB plug, 2-DC outlets	\$ 279.00	\$ 279.00	
1	Havis	C-SM-800	8" enclosed low profile console, includes Internal dual cup holder	\$ 120.00	\$ 120.00	
1	Havis	C-CUP2-1	Brother RuggedJet 4" printer mount & arm rest	\$ 35.00	\$ 35.00	
1	Havis	C-ARPB-122	Includes C-ARM-103 arm rest w/ small pad & Universal storage box for SUV vehicles	\$ 247.00	\$ 247.00	
1	Havis	C-SBX-101	Universal storage box mounting kit for 21 Ford Utility Interceptor	\$ 550.00	\$ 550.00	
1	Havis	C-SBX-101-KIT-5	CORE siren system w/ CCTL6 control head, C399K1 installation kit, SA315P 100 watt speaker, SAK66D speaker bracket, ref R286-21-020	\$ 195.00	\$ 195.00	
1	Whelen	C399-KIT	Expansion module	\$ 950.00	\$ 950.00	
1	Whelen	CEM16	Legacy 48" light bar, single color, 1/2 Red & 1/2 Blue, includes Photocell	\$ 715.00	\$ 715.00	
1	Whelen	G58	Mounting kit & leveling feet for 48" Legacy, '21 Ford PIU	\$ 150.00	\$ 150.00	
2	Whelen	MKAJ105	Control head with rotary knob	\$ 80.00	\$ 160.00	
1	Whelen	CANTCL6		\$ 250.00	\$ 250.00	



Pricing Proposal
 Quotation #: 20323350
 Created On: 4/12/2021
 Valid Until: 4/30/2021

City of University Heights

Inside Account Executive

Bryan Lombardo
 2300 Warrensville Center Road
 University Heights, OH 44118
 United States
 Phone: 216-932-1800
 Fax:
 Email: blombardo@universityheights.com

Daniel Moran
 290 Davidson Ave
 Somerset, NJ 08873
 Phone: 732-584-8252
 Fax: 732-564-8078
 Email: daniel_moran@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Getac A140 G2 - Rugged - tablet - Core i7 10510U / 1.8 GHz - Win 10 Pro - 16 GB RAM - 256 GB SSD NVMe - 14" IPS touchscreen 1920 x 1080 (Full HD) - UHD Graphics - Wi-Fi 6, Bluetooth - 4G Getac - Part#: AM4OT4QA5BBX	2	\$3,482.92	\$6,965.84
2 Getac Rugged Keyboard Getac - Part#: GDKBU9	2	\$211.34	\$422.68
		Total	\$7,388.52

Additional Optional Items

DOCKING STATION TRIPL PASSTHRU ANTENNA FOR GETAC A140 TABLET Havis - Part#: DS-GTC-802-3	2	\$668.66	\$1,337.32
HAVIS VEHICLE DOCKING STATION ADAPTER Havis - Part#: C-ADP-101	2	\$30.68	\$61.36
A140 Trolley/Office Dock Station Getac - Part#: GDOFUU	2	\$588.51	\$1,177.02

\$ 9,964.22

Additional Comments

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.
 TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The Products offered under this proposal are resold in accordance with the [SHI Online Customer Resale Terms and Conditions](#), unless a separate resale agreement exists between SHI and the Customer.

WatchGuard Video
415 E. Exchange
Allen, TX 75002
(P) 800-605-6734 (F) 212-383-9661



Prepared For:
University Heights Police Department - Attn: Bryan Lombardo
1 Bundle

QUOTATION - WPK-0139-01

DATE: 04-07-21

Deliverables / Materials / Services	Qty
V300, Battery, Removable and Rechargeable, 3.8V, 4180mAh WGP02614	1
V300 WiFi In-car Radio Base Bundle, includes Radio Base and Smart PoE Switch. IV-ACK-BD-V3--- V300 WiFi In-car Radio Base Bundle WiFi Charging Radio Base Smart PoE Switch Cables and Brackets	1
MikroTik Configured Wireless Kit, 802.11n, Drill Mount *Must purchase Smart PoE IV-ACK-WF-C--DM MikroTik Configured Wireless Kit, 4RE In-Car 802.11n Radio, Antenna Drill Mount	1
4RE, Mobile App License Key WGP01092-009	1
V300 Camera Mount; Shirt Clip rotatable. VIS-300-ROT-SHIRT	1
V300 Camera Mount, M330 Molle Loop with Quick Release Levers VIS-300-MOL-KIT	1
4RE Elite DVR with HD Panoramic Front Camera, Cabin Camera, 2 Auxiliary Cameras IV-4RE-EH-PX-12 4RE Elite DVR Camera System HD Panoramic Front Camera	1

Touch Screen Display
 Integrated 200GB automotive grade hard drive
 16GB USB removable thumb drive
 Rear facing cabin camera
 2 Auxiliary cameras
 Internal GPS
 1 Yr Hardware Warranty
 Cabling and your choice of mounting bracket.
 4RE Firmware
 Record-After-the-Fact® (RATF) technology
 Multiple Resolution Encoding
 H.264 High Profile Video Compression

V300, WiFi/Bluetooth Wearable Camera, with Magnetic Chest Mount 1

BW-V30-10--
 V300, WiFi/Bluetooth Wearable Camera
 Magnetic Chest Mount

Warranty, 4RE, 5 Year Hardware Warranty Bundle 1

WGW00156-500

Warranty, V300 3 Year, No-Fault 1

WGW00300-003

Warranty, V300, 4th Year, (requires No Fault Warranty) 1

WGW00300-004

Warranty, V300, 5th Year, (requires No Fault Warranty) 1

WGW00300-005

Evidencelibrary.com, Software and Hosting, Unlimited Assigned, Annually per device 2

WGC01001

Quick Start Software Installation Service; Remote Install, Training, Configuration, Project Management, Consultation 1

WGW00122-410

Total Price	\$10,512.00
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Notes:

1. Title and risk of loss for the Equipment will pass to Customer upon shipment by Motorola, notwithstanding any other terms and conditions.
2. Payment Terms: (net 30 days) - Equipment upon shipment; Installation upon completion; Services and Subscription Agreements upfront

Quoted by: Peter Klaus - Regional Sales Manager - 859-661-0172 - peter.klaus@motorolasolutions.com

Terms & Conditions

These Terms and Conditions apply to Quote WPK-0139-01 to which they are attached and, together with a WatchGuard purchase order, and the WatchGuard Subscription Services Agreement (this Quote, the purchase order, and the Subscription Services Agreement, collectively the "Agreement") that you will enter into with WatchGuard Video, Inc. or its affiliates ("WatchGuard, "we" or "us"), forms the entire agreement between WatchGuard and you for the provision of the Services, as defined in this Quote. By your signature electronically applied to this Quote you agree to accept and pay for the Services according to the terms set forth herein. In the event of a conflict in interpretation of the terms of this Quote, the purchase order, and the Subscription Services Agreement, the order of priority in interpretation shall be (i) the Subscription Services Agreement, (ii) the purchase order, and (iii) this Quote.

All prices for the Services set forth in the Quote are in US Dollars. Quoted prices shall remain firm for thirty (30) days from the date on the face of the Quote. After such 30-day period we may adjust quoted prices, which will require a new quote.

IN WITNESS WHEREOF, the Customer, by signing below, agrees to and accepts the Services described in this Quote, which includes the Terms and Conditions attached hereto and made a part hereof.

Customer Organization Name: _____

Signer's Full Name: _____

Signer's Company Title: _____

Signer's Email Address: _____

Date Signed: _____

Signature: _____



HiNT Mounts

46 Gracey Ave.
Meriden, CT 06451
United States
(203) 634-4468
www.HiNTmounts.com

Quote

Quote Number: 44910
Date Entered: May 19, 2021
HiNT Rep.: Jayla Payne

BILL TO:
University Heights (OH)
2304 Warrensville Center Rd
University Heights, OH 44118
USA

SHIP TO:
University Heights (OH)
2304 Warrensville Center Rd
University Heights, OH 44118
USA

Contact Name: Bryan Lombardo
Phone Number: 216-932-6113 x251
Email: blombardo@universityheights.com

Terms: PREPAY
Pricing Level: MSRP

Notes: *Adaptor Plate included in the cost of TM-5120 series Mount. Cost differs if purchased separately.*

End User: University Heights (OH)
Vehicle: 2021 PIU
Computer: Getac A140 Tablet, Separate Keyboard
Docking Station: Havis (DS-GTC-802-3)
Console: *Please Confirm Equipment*

Qty.	Part Number & Description	MSRP	Extended
1	TM-5126AP-PIU-20 On-Dash Tablet and Keyboard Mount. Tablet Mount with Single Arm, Double Pivot, and G.R.I.P. Tilt/Swivel with Adaptor Plate with VESA 75, VESA 100 & 2X4 Patterns (AP-5120-UNIV).. Keyboard Mount with 10" Telescopic Post and Double Arm with Triple Pivot, G.R.I.P. Tilt/Swivel with Adjustable Tray for 12" Keyboard for Ford POLICE INTERCEPTOR UTILITY (2020)	\$ 675.00	\$ 675.00
1	CON-8519-D-PIU-20 Long Console 9" Wide with 23" Total Opening, & E-Brake Access. Optional (2) Cup Holders or Coin Trays can be mounted in FRONT or REAR of console. Includes (3) Equipment Faceplates and (3) Filler Faceplates for FORD INTERCEPTOR UTILITY 2020 (Power Faceplate and Printer Faceplate NOT INCLUDED, Sold Separately)	\$ 450.00	\$ 450.00
1	CON-AR-6104 Armrest with Telescopic Post Tilt/Swivel Providing Straight and Cross Armpad with Side-Impact Rotating Feature with Vertical Mounting Plate to be Mounted in Rear of Console	\$ 159.50	\$ 159.50
1	CON-CH-6302-I Cup Holders (Set of 2) - Internal	\$ 39.50	\$ 39.50
1	CON-FP-2X12-2X5 Faceplate with (2) 12v Outlets and (2) 5v/USB Outlets	\$ 115.50	\$ 115.50
		Sub Total	\$ 1,439.50
		Tax	\$ 0.00
		Total	\$ 1,439.50

Terms and Conditions

**** Quote is good for 30 days only. ****

Payment: Pre-payment is required, with check or credit card, on all orders unless customer is already approved for terms of Net30.

Taxes: Taxes will be added to the customer invoice, if it applies.

Production Lead Time: Lead time may be 1 to 2 weeks before shipping, depending on the product and quantity ordered. Please order accordingly and place your order with enough advance notice to comply with the production lead time.

Shipping Method: All packages are shipped UPS Ground unless otherwise requested by customer.

S/H Costs: Shipping and/or handling charges will be added to the order the date the order is shipped. Customer invoice will reflect the additional costs.

International Buyers: Import duties, taxes, and charges are not included in the item price or shipping cost. These charges are the customer's responsibility. Please check with your country's customs office to determine what these additional costs will be prior to buying.



- Large Format Digital Imaging •
- Custom Striping •
- Vehicle Lettering • Custom Signs •

2956 East Overlook • Cleveland Heights, Ohio 44118
 Cell: (216) 375-6474

Invoice No. **24102**

Invoice Date JUNE 1ST

Customer Order No. 2021

UNIVERSITY HTS
 Police Dept
 2304 WARRENSVILLE RD
 UNIVERSITY HTS Ohio
 44118

Quantity	Description	Amount	Total
2X	LT BRYAN LUMBARDO 2021 FORD SUVs ROUTE FOR Police Car Graphic Kits MADE AND Installed ALL 3M MATERIAL LIC PLATES		675 ⁰⁰ EACH
			1350 ⁰⁰



Dustin Rogers
Chief of Police
(216) 932-1160

MEMORANDUM

City of University Heights
Division of Police
2304 Warrensville Center Road
University Heights, Ohio 44118



UNIVERSITY
HEIGHTS
Michael D. Brennan
Mayor/Safety Director
(216) 932-7800

TO: Finance Committee
Finance Civilian Advisory Committee
Strategic Planning Committee
Michael Dylan Brennan, Mayor and Safety Director
Dennis Kennedy, Finance Director

FROM: Dustin Rogers, Chief of Police *DR*

DATE: February 18, 2021

RE: Information Requested – 2021 Fleet Status/Requests/Recommendations

<u>PLATE</u>	<u>VIN</u>	<u>YEAR</u>	<u>MAKE</u>	<u>MODEL</u>	<u>MILEAGE</u>	<u>Idle Hours</u>	<u>Engine Miles</u>	<u>CONDITION</u>
7228	1FM5K8AR7 GGA01607	2016	FORD	EXPLORER	59,787	12,618	476,181	FAIR
7229	1FM5K8AR9 GGA01608	2016	FORD	EXPLORER	38,123	10,502	384,689	FAIR
7230	1FM5K8AR0 GGA01609	2016	FORD	EXPLORER	35,047	12,695	453,982	GOOD
7231	1FAHP2MK5 FG159852	2015	FORD	TAURUS	40,734	(can't retrieve)		GOOD
7232	1FM5K8AR7 JGC44213	2018	FORD	EXPLORER	18,596	5,873	212,405	GOOD
7233	1FAHP2MK8 EG185960	2014	FORD	TAURUS	47,745	9,866	373,323	FAIR/POOR
7234	1FM5K8AR8 GGC92960	2016	FORD	EXPLORER	49,732	(can't retrieve)		FAIR/POOR
* 7235	1FAHP2MK5 EG101061	2014	FORD	TAURUS	75,540	(can't retrieve)		FAIR/POOR
7236	1FM5K8AR1 GGC92959	2016	FORD	EXPLORER	61,452	14,618	543,846	FAIR/POOR
7237	1GNSKDEC1 HR199748	2017	CHEVY	TAHOE	29,498	(can't retrieve)		GOOD/FAIR
7238	1FAHP2MKX EG185961	2014	FORD	TAURUS	49,034	8,663	334,913	FAIR
7239	1FM5K8AR9 JGC44214	2018	FORD	EXPLORER	13,848	3,574	131,790	GOOD
7255/EBV6253	1J8GR48K27 C641704	2007	JEEP	LAREDO	94,614	(can't retrieve)		POOR

7256/HTR9560	1FM5K8ARO JGC44215	2018	FORD	EXPLORER	5,782	275	14,857	GOOD
7257/GBY4288	1FM5K8ARX EGA14543	2014	FORD	EXPLORER	32,385	744	56,937	GOOD
* 7258/FDK2122	1J8HH48K37 C599728	2007	JEEP	COMMANDER	114,971	(can't retrieve)		POOR
7280/GCA9994	1FAHP2MKX FG163766	2015	FORD	TAURUS	66,131	949	97,448	GOOD
7298/OZ1354	1FDWF3650 7EB05644	2007	FORD	F-350 (BOOM TRUCK)	14,590	(can't retrieve)		FAIR

- New – vehicle is/looks new, and is in excellent physical and mechanical condition
- Good – vehicle is free of any major defect with minor physical blemishes, and major mechanical problems likely to occur
- Fair – vehicle experiences some mechanical or cosmetic defects, requires more frequent servicing but is still in reasonable running condition
- Poor – vehicle experiences severe mechanical and/or cosmetic defects, is prone to poor running condition, with problems that may not be readily fixed
- Total engine miles are a combination of actual miles driven and engine idle hours
 - Per Ford, for each hour of idle is equal to driving 33 miles for engine wear purposes
- Fleet Replacement Plan historically involves 1 to 2 vehicles purchased/replaced yearly
- Each police vehicle costs approximately \$32,000, with an additional approximate \$26,000 in equipment/install, totaling \$58,000 per vehicle
- Marked/Uniform vehicles (7228-7239) max service life is historically 6 years
- Unmarked vehicles (7255-7258/7280) max life is historically 8 years
- Sign Shop Truck (7298) max service life is variable, with approx. \$80k replacement price
- 2017 – 0 vehicles purchased/replaced/prior administration
- 2018 – 3 vehicles requested for replacement, 3 approved, 7232/7239/7256 replaced
- 2019 – 2 vehicles requested for replacement 7255/7258, 0 approved, 0 replaced
- 2020 – 4 vehicles requested for replacement 7255/7258/7233/7235, 0 approved, 0 replaced
- *2020 – 02-19-20 Fleet reduction memo promulgated indicating 7235 and 7258 would not be replaced through attrition
- 2020 – Modified request for replacement of 1 vehicle, either 7233 or 7255, 0 approved, 0 replaced
- 2021 – 4 vehicles requested for replacement 7233/7234/7236/7255, 2 tentatively approved

01-29-21 Request/Recommendations by Fleet Manager Lt. Bryan Lombardo:

Investigative Bureau

- 7255 (Jeep Grand Cherokee) This current vehicle is 14 years old (2007 model year) has almost 95,000 miles on it. The reliability of this vehicle is questionable and it is not often driven by the detectives due to concern over its condition.
 - This vehicle is recommended to be replaced in 2021 with a new vehicle.
- 7358 (Jeep Commander). This vehicle is also 14 years old (2007 model year) and has 115,000 miles and was a seized vehicle that we acquired thru forfeiture from a federal task force we were a part of. It has had numerous repairs and issues and it is recommended that it not be taken out of the city or on longer trips. Its latest use has been as a staff car and was also used to transport officers to schools, out of the city, but this is no longer recommended due to its condition.
 - This vehicle is planned to be removed from service and not replaced through attrition.

Uniform Bureau

- 7235 (Ford Taurus Sedan) This vehicle is in currently in a deteriorating condition and is 7 years old with almost 76,000 miles (I am unable to retrieve idle hours from this vehicle at this time) and has been relegated a spare vehicle and used primarily for the police auxiliary and road job vehicle. This vehicle should remain with the fleet as a road job/spare vehicle until repair costs outweigh its value to the department, at which time it would be decommissioned and not replaced.
 - This vehicle is planned to be removed from service and not replaced through attrition
- 7233 (Ford Taurus Sedan) This vehicle is in slightly better condition than 7235 however it is also 7 years old, has almost 48,000 miles (with engine idle hours figured in the engine has an estimated 374,000 miles on it). This vehicle is currently being repaired with a new steering rack. This vehicle is due for routine replacement.
 - This vehicle is recommended to be replaced in 2021 with a new vehicle
- 7234 (Ford Explorer) This vehicle is 5 years old and has almost 56,000 miles on it (with engine idle hours figured in the engine has an estimated 564,000 miles on it). It is due for routine replacement.
 - This vehicle is recommended to be replaced in 2021 with a new vehicle
- 7236 (Ford Explorer) This vehicle is 5 years old and has almost 62,000 miles on it (with engine idle hours figured in the engine has an estimated 544,000 miles on it). It is due for routine replacement.
 - This vehicle is recommended to be replaced in 2021 with a new vehicle



Dustin Rogers
 Chief of Police
 (216) 932-1160

MEMORANDUM

**City of University Heights
 Division of Police**

2304 Warrensville Center Road
 University Heights, Ohio 44118



**UNIVERSITY
 HEIGHTS**

Michael D. Brennan
 Mayor/Safety Director
 (216) 932-7800

TO: Finance Committee
 Finance Civilian Advisory Committee
 Strategic Planning Committee
 Michael Dylan Brennan, Mayor and Safety Director
 Dennis Kennedy, Finance Director

FROM: Dustin Rogers, Chief of Police DR

DATE: February 18, 2021

RE: Information Requested – UHPD/Sign Shop Fleet Info

2021 UHPD/Sign Shop Fleet Information - 18 Total Vehicles

- 2 of these 18 vehicles, 7235/7258, are earmarked for decommission without replacement through attrition in upcoming years
1. Vehicles 7228 through 7239 are marked Uniform Bureau vehicles (12 Vehicles)
 - These vehicles are typically utilized by the Uniform Bureau officers for patrol/response duties
 - There are 4 platoons totaling 22 officers in the Uniform Bureau
 - 2 platoons of 5 officers / 2 platoons of 6 officers
 - On average there are up to 6 Uniform officers assigned to a shift that would utilize 6 of these vehicles
 - Uniform vehicles take on the heaviest use by the department due to related assignment, and typically there can be 1 or 2 vehicles that are grounded at any given time for vehicle or equipment repair/replacement

- For reference, in the week of 02-08-21, four cars were out of service for up to a week due to needed repairs and maintenance beyond the service department capabilities
 - 7237 is a designated SWAT vehicle that is only operated by SWAT members during shift, and this vehicle is additionally assigned to SWAT personnel during EDGE SWAT training and operations (approximately 100 SWAT operations per year/24 training sessions per year)
 - Spare Uniform vehicles (4 vehicles) are utilized by other officers going to training/court/at city road jobs/on special details/community engagement assignments, auxiliary officer assistance/supplemental officer call in's for critical incidents/etc.
 - Having spare vehicles in Uniform also allows for assigned vehicles to not be driven 24/7/365 to mitigate wear and tear and breakdown occurring during service call response, and for a buffer to be in place to ensure we can always maintain critical services to the public even during unforeseen circumstances.
 - The Command Staff (3 Lieutenants) also use the spare Uniform vehicles when needed or if an Investigative Bureau vehicle is not available
2. Vehicles 7255 through 7258 are unmarked Investigative Bureau vehicles (4 Vehicles)
- These vehicles are typically utilized by the Detectives (4 Detective)
 - Detectives are normally each assigned to their own cases, which requires a vehicle to be utilized for specific follow up/investigations/court and grand jury proceedings/surveillance
 - These vehicles are also utilized by the Command Staff (3 Lieutenants) to assist with their support functions related to patrol/investigation/court/jail
3. Vehicle 7280 is the historically designated "Chief's Vehicle" (1 Vehicle)
- This vehicle is utilized by Chiefs to attend local/regional/state required meetings and training obligations, and to be able to respond from anywhere, and anytime, expeditiously to a critical incident in the city to fulfill incident command responsibilities
 - Prior to 2013, a "Deputy Chief's Vehicle" was historically assigned to the Deputy Chief as 7281 (2013 department restructure eliminated DC position)

4. Vehicle 7298 is the Sign Shop boom truck (1 Vehicle)

- This vehicle is regularly utilized by the Sign Shop employee to maintain and install signs and signals throughout the city

5. General Information

- 02-19-20 Fleet Reduction Memo promulgated to city admin/employees/council/finance budget committee and indicated the fleet would be reduced by 2 vehicles through attrition, and 7235/7258 would not be replaced once decommissioned.
- There is not a universal recognized benchmark to indicate when a specific vehicle needs to be replaced, however numerous variables are considered to include mileage, wear and tear, needed/recurring repairs, etc.
- Sgt. Lombardo has managed the fleet for approximately 20 years, and has done so effectively and efficiently
- Sgt. Lombardo has maintained the 1 or 2 annual vehicle replacement program that has historically been used to produce a fleet that meets the department's, and the community's, response expectations
 - Uniform/marked vehicle max life is historically approximately 6 years
 - Unmarked vehicle max life is historically approximately 8 years
- In 2017, 2019, and 2020 appropriations were not approved to replace any vehicles
- In 2018, 3 vehicles were replaced
- 2021 4 vehicles proposed for replacement: 7233/7234/7236/7255, 2 tentatively approved
- Once purchased through government contracts with recurring annual deadlines, new vehicles can take 8 to 10 months to procure, outfit, and become operational in the fleet
- Each police vehicle typically costs approximately \$32,000, with an additional approximate \$26,000 in equipment/install, totaling \$58,000 per vehicle



Dustin Rogers
Chief of Police
(216) 932-1160

MEMORANDUM

City of University Heights Division of Police

2304 Warrensville Center Road
University Heights, Ohio 44118



**UNIVERSITY
HEIGHTS**

Michael D. Brennan
Mayor/Safety Director
(216) 932-7800

TO: Michael Dylan Brennan, Mayor / Safety Director
Dennis Kennedy, Finance Director
University Heights City Council

FROM: Dustin Rogers, Chief of Police DR

DATE: June 17, 2021

RE: High Band Radio Migration Back-End Equipment

The planned migration to a high band radio network has been presented and discussed to Safety Committee and Council numerous times since 12-09-19. During these meetings it was determined that this migration would enhance operations/public safety, and it was identified/determined that funding for the back-end migration costs for equipment would need to be budgeted for in 2021.

Subsequently, I am respectfully requesting authorization for the purchase of necessary radios, batteries, speaker mics, radio holsters, chargers, base station equipment, install and programming in an amount of \$144,703.16, from the State Contract holder Motorola Solutions Inc.

The 31 Department of Homeland Security Grant portable radios Council authorized for receipt on 06-01-20, and valued at approximately \$120,000, are still in possession of the County at this time. We are expecting to physically receive them soon, with full high band migration to occur by the end of the year.

Attached is a 04-28-21 memo from our Communication System Administrator Lt. Lombardo identifying further information regarding this purchase/migration, a Motorola quote, and previous memos identifying migration information presented/discussed.

From: Bryan Lombardo
Sent: Wednesday, April 28, 2021 4:55 PM
To: Dustin Rogers <drogers@universityheights.com>
Subject: Additional 800MHz items

This message was sent from the City of University Heights.

Chief,

Please remove the additional optional AES encryption quote for the grant radio's from consideration at this time. I have to work on it some more worth other options and will resubmit next year.

Lt. B. Lombardo
University Heights Police Department.



Dustin Rogers
 Chief of Police
 (216) 932-1160

MEMORANDUM

**City of University Heights
 Division of Police**

2304 Warrensville Center Road
 University Heights, Ohio 44118



**UNIVERSITY
 HEIGHTS**

Michael D. Brennan
 Mayor/Safety Director
 (216) 932-7800

TO : Chief Rogers
FROM: Lt. B. Lombardo
DATE : April 28, 2021
RE : 800MHz Radio Migration

 Chief,

I am in receipt of the final quote from Motorola (1302690 Attached) regarding the equipment we need to purchase to complete the transition to the 800MHz Greater Cleveland Regional Communications Network (GCRCN). All items are on State of Ohio contract 573077-0-1 (STS073)

Total cost is \$144,703.16

This covers the needed additional radios (portables/mobiles/base), miscellaneous items such as extra batteries, speaker mics, radio holsters, chargers, base station equipment, install and programming. But does not include faceplates for mounting in cars (I estimate this would be around \$400 from another vendor)

We still need the agreement with the city of Cleveland to be signed for use of the system at an approximate cost of \$5-8 per radio per month (estimated cost for 59 radios (41 portables, 16 mobiles, 2 base) of \$3,540 - \$5,664 per year (depending on which option is selected)). There may be some other charges as I am trying to add Beachwood PD (MARCS) and some other channels to the radios that are not part of the normal programming, but needed due to either our close proximity to the agency or working relationship that requires more direct communication.

I have also included a sperate quote for adding AES encryption to the grant radios, and to three radios we already have in place. The cost would be \$15,754.19. I would recommend that this be done at the same time of this purchase to ease installation.

Please let me know if you need further information or have any questions.

Motorola Solutions Inc

Index No: STS073
OAKS Contract ID: 573077-0-1
Category: Telecommunication
Rev Date: 04/22/2021

STATE TERM SCHEDULE

STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICES
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

This state term contract may be used by any state agencies, as well as properly registered political subdivisions, as defined in Section 125.04(B) of the Revised Code. Additionally, state universities, vocational schools, community colleges, and other institutions of higher education may use this contract. But such use is subject to those entities meeting all requirements under their procurement authority. This is not a requirements contract, and no state agency or political subdivision is obligated to make purchases under it.

CONTRACT NUMBER 573077-0-1 (09/30/2007) Extended through 06/30/2021

CONTRACTOR, PRICES, TERM SCHEDULE, ETC.

P.O.'s To:

0000084156
Motorola Solutions Inc
13108 Collections Center Drive
Chicago, IL 60693

Invoices From:

Same

Delivery:

F.O.B. Destination

Terms:

Net 30 Days

UNSPSC CODES:

All purchase orders placed against this contract shall list the following UNSPSC Codes for the respective items.

- 43220000 - Data Voice or Multimedia Network Equipment or Platforms and Accessories
- 72102200 - Electrical services
- 43230000 - Software
- 55111600 - Electronic software reference material

EFFECTIVE DATE:

This contract is effective from 06/21/2006 through 06/30/2021 , unless extended. Use the contractor's contact information above to obtain information, approved literature, and certification letter.

APPROVED PRODUCTS/SERVICES:

Only those vendors, products, and services listed in the price pages, approved by the Department of Administrative Services, may be purchased from this contract. The terms and conditions of this contract may not be modified by any ordering document issued under it.

Last Addendum: 151

Dealers

MBE Participation

Dealer Name & Address

0000059246

Communications Design Group, Inc.

8836 Commerce Loop Dr

Columbus, OH 43240

OAKS Contract ID Dealer Invoice From:

573077-0-12

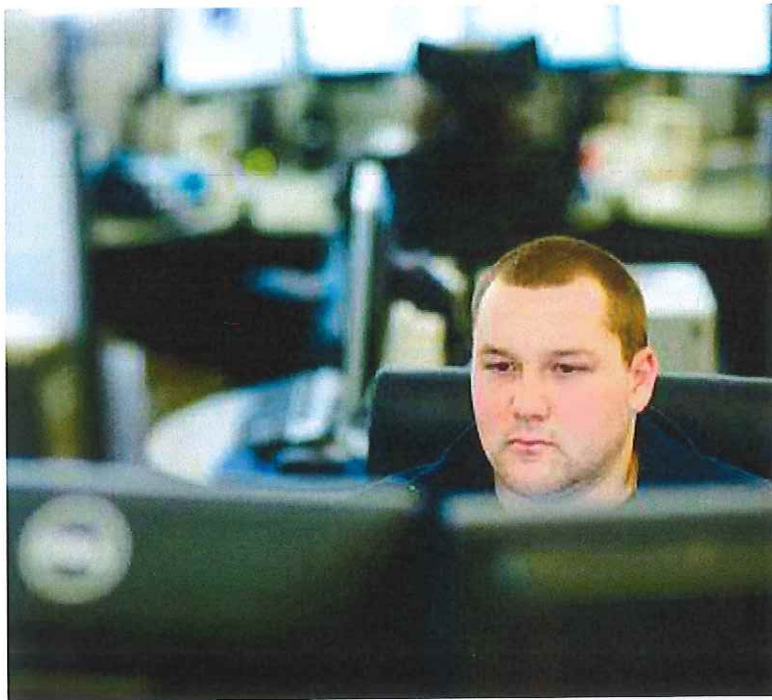
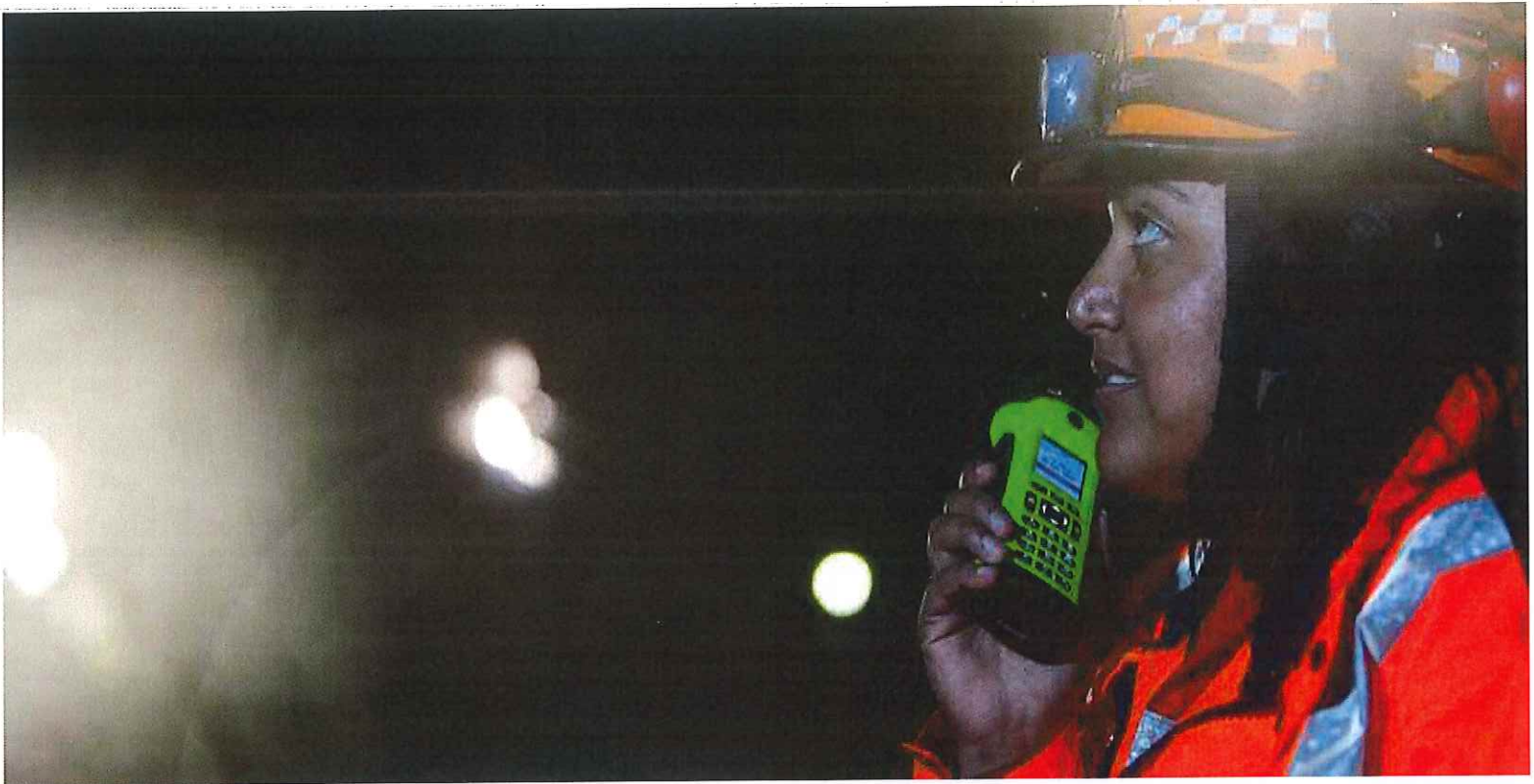
Remit to:

Dealer's Contact:

Mr. Nikolai Lindsay

(614) 891-0881

nikolai@cdgwireless.com



UNIVERSITY HEIGHTS, CITY OF

UNIVERSITY HEIGHTS

03/22/2021



QUOTE-1302690

03/22/2021

UNIVERSITY HEIGHTS, CITY OF
3980 SILSBY RD
UNIVERSITY HEIGHTS, OH 44118

RE: Motorola Quote for UNIVERSITY HEIGHTS
Dear BRYAN LOMBARDO,

Motorola Solutions is pleased to present UNIVERSITY HEIGHTS, CITY OF with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide UNIVERSITY HEIGHTS, CITY OF with the best products and services available in the communications industry. Please direct any questions to Matt Marino at Matthew.Marino@motorolasolutions.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Matt Marino
Sr. Account Manager

Billing Address:
 UNIVERSITY HEIGHTS, CITY
 OF
 3980 SILSBY RD
 UNIVERSITY HEIGHTS,
 OH 44118
 US

Quote Date:03/22/2021
 Expiration Date:10/28/2020
 Quote Created By:
 Matt Marino
 Sr. Account Manager
 Matthew.Marino@
 motorolasolutions.com
 216-296-5155

End Customer:
 UNIVERSITY HEIGHTS, CITY OF
 BRYAN LOMBARDO
 blombardo@universityheights.com
 216-469-4737.

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 8000 Series	APX8000				
1	H91TGD9PW7AN	APX 8000 ALL BAND PORTABLE MODEL 3.5	2	\$9,732.00	\$6,433.38	\$12,866.76
1a	H869BW	ENH: MULTIKEY	2			
1b	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	2			
1c	Q806CB	ADD: ASTRO DIGITAL CAI OPERATION	2			
1d	Q361AN	ADD: P25 9600 BAUD TRUNKING	2			
1e	Q58AL	ADD: 3Y ESSENTIAL SERVICE	2			
1f	H38BS	ADD: SMARTZONE OPERATION	2			
1g	G996AP	ADD: PROGRAMMING OVER P25 (OTAP)	2			
1h	Q629AH	ENH: AES ENCRYPTION AND ADP	2			
1i	QA01767AB	ADD: P25 LINK LAYER AUTHENTICATION	2			



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
2	LSV00Q00202A	DEVICE PROGRAMMING	2	\$100.00	\$100.00	\$200.00
3	PMNN4486A	BATT IMPRES 2 LIION R IP67 3400T	2	\$163.00	\$122.25	\$244.50
	APX™ 6000 Series	APX6000 LI				
4	H98UCF9PW6BN	APX6000 700/800 MODEL 2.5 PORTABLE	8	\$5,621.00	\$3,732.45	\$29,859.60
4a	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	8			
4b	QA01767AT	ADD: P25 LINK LAYER AUTHENTICATION	8			
4c	Q58AL	ADD: 3Y ESSENTIAL SERVICE	8			
4d	QA02756AA	ENH: LI 9600 OR 3600 SINGLE SYSTEM DIGITAL TRUNKING	8			
4e	Q629AK	ENH: AES ENCRYPTION AND ADP	8			
4f	H869BZ	ENH: MULTIKEY	8			
5	LSV00Q00202A	DEVICE PROGRAMMING	8	\$100.00	\$100.00	\$800.00
	APX™ 6500 / Enh Series	ENHANCEDAPX6500/LI				
6	M25URS9PW1BN	APX6500 ENHANCED 7/800 MHZ MOBILE	9	\$6,409.40	\$4,702.40	\$42,321.60
6a	G628AD	INT: REMOTE MOUNT CABLE 17 FT APX	9			
6b	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	9			
6c	QA02756AC	ENH: 9600 OR 3600 SINGLE SYSTEM DIGITAL TRUNKING	9			
6d	G67DT	ADD: REMOTE MOUNT E5 APXM	9			
6e	G78AT	ENH: 3 YEAR ESSENTIAL SVC	9			
6f	GA01606AA	ADD: NO GPS/WI-FI ANTENNA NEEDED	9			



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
6g	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	9			
6h	G843AH	ADD: AES ENCRYPTION AND ADP	9			
6i	G444AH	ADD: APX CONTROL HEAD SOFTWARE	9			
6j	G335AW	ADD: ANT 1/4 WAVE 762-870MHZ	9			
6k	GA01767AG	ADD: RADIO AUTHENTICATION	9			
6l	GA01670AA	ADD: APX E5 CONTROL HEAD	9			
6m	W22BA	ADD: STD PALM MICROPHONE APX	9			
6n	W969BG	ADD: MULTIKEY OPERATION	9			
7	RMN5070A	DESKTOP MIC (GCAI)	2	\$172.00	\$129.00	\$258.00
8	PMMN4099B	AUDIO ACCESSORY-REMOTE SPEAKER MICROPHONE,IP68 REMOTE SPEAKER MICROPHONE,3.5MM,UL	50	\$145.00	\$108.75	\$5,437.50
9	NNTN7596A	CHR IMP DISP DUC EXT AUST/NZ	2	\$375.00	\$281.25	\$562.50
10	NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	10	\$165.00	\$123.75	\$1,237.50
11	PMNN4494A	BATT IMPRES 2 LIION R IP68 5100T	60	\$198.00	\$148.50	\$8,910.00
12	NNTN8844A	CHARGER, MULTI-UNIT, IMPRES 2, 6-DISP, NA/LA-PLUG, ACC USB CHGR	7	\$1,375.00	\$1,031.25	\$7,218.75
13	PMLN7901A	CARRY ACCESSORY-HOLSTER,UNIVERSAL HOLDER FOR STD MODELS	50	\$32.00	\$24.00	\$1,200.00
14	NLN7967A	MULTI-UNIT CHARGER WALL MOUNT KIT	7	\$21.00	\$15.75	\$110.25

Product Services


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 Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
15	LSV00Q00202A	DEVICE PROGRAMMING	13	\$100.00	\$100.00	\$1,300.00
16	LSV00Q00203A	DEVICE INSTALLATION	13	\$375.00	\$375.00	\$4,875.00
Product Services						
17	LSV00Q01073A	DEVICE MISCELLANEOUS DEVICE PARTS/EQUIPMENT	1	\$1,250.00	\$1,250.00	\$1,250.00
APX™ 1500 Enhanced						
18	M36URS9PW1BN	APX1500 ENHANCED 7/800 MHZ MOBILE	2	\$4,474.80	\$3,101.30	\$6,202.60
18a	G24AX	ENH: 3 YEAR ESSENTIAL SVC	2			
18b	GA01574AA	ENH: AES 256 SW ENCRYPTION	2			
18c	W665BF	ADD: BASE STATION OP W/PS APX	2			
18d	G91AF	ADD: CNTRL STATION PWR SUPPLY	2			
18e	GA00235AA	ADD: NO GPS ANTENNA NEEDED APX	2			
18f	G66BF	ADD: DASH MOUNT O2 APXM	2			
18g	G142AD	ADD: NO SPEAKER APX	2			
18h	GA00804AA	ADD: APX O2 CH (GREY)	2			
18i	W969BQ	ADD: MULTIKEY OPERATION	2			
18j	GA01339AA	ENH: SW P25 TRUNKING	2			
18k	G444AH	ADD: APX CONTROL HEAD SOFTWARE	2			
18l	G335AW	ADD: ANT 1/4 WAVE 762-870MHZ	2			
18m	GA01767AG	ADD: RADIO AUTHENTICATION	2			
18n	W22BA	ADD: STD PALM MICROPHONE APX	2			
APX™ 6500 / Enh Series ENHANCEDAPX6500						



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
 Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
19	M25URS9PW1BN	APX6500 ENHANCED 7/800 MHZ MOBILE	4	\$7,156.40	\$4,962.15	\$19,848.60
19a	G90AC	ADD: NO MICROPHONE NEEDED APX	4			
19b	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA*	4			
19c	G72AD	ADD: APX O3 HANDHELD CH	4			
19d	G51AU	ENH: SMARTZONE OPERATION APX6500	4			
19e	G67DR	ADD: REMOTE MOUNT O3 APXM	4			
19f	G78AT	ENH: 3 YEAR ESSENTIAL SVC	4			
19g	GA01606AA	ADD: NO GPS/WI-FI ANTENNA NEEDED	4			
19h	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	4			
19i	G843AH	ADD: AES ENCRYPTION AND ADP	4			
19j	G444AH	ADD: APX CONTROL HEAD SOFTWARE	4			
19k	G335AW	ADD: ANT 1/4 WAVE 762-870MHZ	4			
19l	G806BL	ENH: ASTRO DIGITAL CAI OP APX	4			
19m	GA01767AG	ADD: RADIO AUTHENTICATION	4			
19n	W969BG	ADD: MULTIKEY OPERATION	4			
19o	G361AH	ENH: P25 TRUNKING SOFTWARE APX	4			

Grand Total
\$144,703.16(USD)


Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Notes:

- * Additional information is required for one or more items on the quote for an order.

- This quote contains items with approved price exceptions applied against them.





Dustin Rogers
 Chief of Police
 (216) 932-1160

MEMORANDUM

**City of University Heights
 Division of Police**

2304 Warrensville Center Road
 University Heights, Ohio 44118



**UNIVERSITY
 HEIGHTS**

Michael D. Brennan
 Mayor/Safety Director
 (216) 932-7800

TO: City Council
FROM: Dustin Rogers, Chief of Police
DATE: May 28, 2020
RE: Department of Homeland Security Grant / Awarded Portable Radios

As previously discussed during the last two Safety Committee Meetings on 12-09-19 and 05-14-20, the Police Department will be awarded 31 portable radios from Cuyahoga County as a result of Department of Homeland Security grant funding. This funding is intended to offset the cost for police departments to migrate to a high band radio network that accommodates regional interoperable communications to enhance operations in preventing, protecting from, and mitigating significant large criminal/terrorist incidents.

The Cuyahoga County Emergency Services Advisory Board (CCESAB) earmarked these 31 portable radios for our department on 11-17-19, with the intentions to be received in the Summer of 2020, and for projected implementation at the beginning of 2021. Depending on the radio vendor, these 31 portable radios could be valued at approximately \$120,000.

Additional backend high band radio migration expenses are expected to be between \$110,000 and \$140,000. Also, there would be an additional annual subscription expense to use the Greater Cleveland Regional Communications Network (GCRCN) for approximately \$6,000 recurring annually.

To receive these 31 portable radios from the county, the city would have to enter into the GCRCN agreement, and also arrange for the radios to be programmed before we can actually take possession of them. Subsequently, receiving these radios would ultimately start the process of high band migration, and associated expenses, with a required implementation in 2021.

Regarding the content on page two of the grant application (attached), prior to applying for the grant and again recently, the department has been reassured by specific members of the CCESAB Communications Sub-Committee that these high demand 31 portable radios would be repurposed throughout the county if the department was unable to accept the radios due to backend migration costs/funding issues.

At this time, I respectfully request Council’s authorization to accept the 31 portable radios from the county/DHS grant, and to start the high band radio network migration process for 2021.

THE CITY OF UNIVERSITY HEIGHTS, OHIO

CITY COUNCIL MEETING via ZOOM

AMENDED AGENDA

7:00PM

MONDAY, JUNE 1, 2020

The City of University Heights is inviting you to a Public Meeting hosted electronically by Zoom on Monday, June 1, 2020 at 7pm.

Join Zoom Meeting

<https://us02web.zoom.us/j/89669109818>

Meeting ID: 896 6910 9818

One tap mobile

+13126266799,,89669109818# US (Chicago)

+19292056099,,89669109818# US (New York)

Dial by your location

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Germantown)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose) +1 253 215 8782 US (Tacoma)

Meeting ID: 896 6910 9818

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Approval of Minutes
5. Comments from the Audience (Speakers are limited to 5 minutes, total time allowed 15 min. per meeting, unless otherwise permitted by Council Ord. No. 91-25)
6. Reports and Communications from the Mayor and the taking of action
7. Agenda Items:

Motion to add Item for the Approval additional work and invoices from Starfish Computer to Agenda

Added Item Motion to approve quotes and invoices from Starfish Computer for emergency and provisional IT needs

- A) Approval of Ordinance 2020-25 To Obtain Funding from The State of Ohio Pursuant to SB 310 (on second reading)
- B) Approval of Ordinance 2020-26 Enacting Codified Ordinance Chapter 821 Entitled "Discrimination Prohibitions in Employment and Public Accommodations," In Order to Establish Anti-Discrimination Ordinances, Regulations, Procedures, and Standards, Consistent

with the Cayuga County Anti-Discrimination Law in Employment and Public Accommodations (on second reading)

- C) Approval of Ordinance 2020-28 Authorizing the Transfer of Funds from the General Fund (100) to the CIC Fund (800) (on emergency)
- D) Motion to Table the Approval of the Bid from Ronyak Paving Inc. as the lowest and best bid and Authorizing the Mayor to Enter into Contact for 2020 Street Improvement Project with an amount not to exceed \$341,397.75
- E) Motion to Accept Bid from Fabrizi Inc., as the lowest and best bid and Authorizing the Mayor to Enter into Contact for 2020 Laurelhurst Waterline Replacement Program with an amount not to exceed \$267,018.68
- F) Motion to Approve Transportation Services Contract with Senior Transportation Connection, Inc. (TC3)
- G) Motion to Accept Department of Homeland Security Funding Grant for Police Department Portable Radios
- H) Motion to hold an Executive Session immediately following this regular meeting for the purpose of discussing personnel, legal and/or real estate matters

Reports:

- | | |
|--------------------------------|--------------------------------------|
| a) Finance | f) City Engineer |
| b) Law | g) Communications / Civic Engagement |
| c) Public Safety (Police/Fire) | h) Economic Development |
| d) Service | i) Housing / Community Development |
| e) Building | |

8. Adjournment



MEMORANDUM



TO: Safety Committee

FROM: Dustin Rogers, Chief of Police DR

DATE: 12-09-19

RE: High Band Radio Migration (Item A)

420 Megahertz Radio Communication Network System

- This is the current system utilized by UHPD
 - Approximately 20 mobile radios for cars
 - Approximately 40 portable radios for officers to wear
 - Repeater on city hall tower and related cabling
 - Includes related speaker mics, batteries, charging stations, radio holders
- We own the system, all repeaters, cabling, antennas, hardware, and software
- We are responsible for paying to have system maintained/improved/replaced
 - Rough estimate, we spend approximately 10 grand per year for maintenance/replacement/improvements
- 420 System currently has limitations with interoperability and communication range in comparison to available high band radio network systems (700/800 megahertz radio systems)
- Only 2 police departments left in Cuyahoga County who have intentions to remain on the 420 system (possibly Mayfield Heights/Oakwood)
- 420 system repeaters in South Euclid and Shaker Heights have historically been utilized to enhance signal strength and redundancy backup
 - will no longer be available/online in the future due to these departments migrating to Greater Cleveland's High Band Radio Network
 - This could require us to purchase our own additional repeaters for tens of thousands
- On 10-10-19, HHCC Director Nick DiCicco, reported that the regional Federal Communications Commission (FCC) representative informed him that another round of narrow banding will definitely occur on our 420 frequency within the next two years
 - This will likely reduce our 12.5khz spacing to 6.25khz spacing, which would then require significant digital enhancements/upgrades/costs to remain on our 420 system

Greater Cleveland Regional Communication Network (GCRCN) System

- A high band system (700/800mhz) intended for public safety by the FCC
- Network owned and maintained by the City of Cleveland
- Provides enhanced interoperability and communication range throughout the region that would likely improve operations in preventing, protecting from, and mitigating significant large scale criminal incidents

- All other police departments in HHCC, to include Euclid and Beachwood (EDGE members), intend to migrate to this system
- HHCC operating expenses could possibly be reduced with all agencies on the same system
- Migration costs could be significant and are rough estimate ranges depending on manufacturer used and options/features:
 - 16 mobile radios (4 have already been purchased over last 4 years with new vehicles to offset potential migration costs) at \$3,500 - \$4,500 each
 - \$56,000 - \$72,000
 - 40 portable radios at \$3,500 - \$4,500 each
 - \$140,000 - \$180,000
 - 40 speaker mics at \$85 - \$412 each
 - \$3,400 - \$16,480
 - 4 bank chargers for portables at \$940 each
 - \$3,760
 - 50 (40 secondary and 10 backup) batteries for portables at \$125 each
 - \$6,250
 - 30 radio holders at \$50 each
 - \$1,500
 - 60 radio service plans at \$7 per month per radio
 - \$5,040 per year and is recurring
 - Bidirectional amplifiers (BDA) at approximately \$55,000 each
 - Radio testing at this time has indicated that these would likely not be needed to produce substantially similar communication ability throughout the city as is provided by our current 420 system
- Preliminary approximate minimum migration cost = \$215,950 – \$285,030
- On Thursday 10-10-19 the Cuyahoga County Emergency Services Advisory Board (CCESAB) reported that there would be one more, and final, round of Department of Homeland Security (DHS) grant money available to the county for the purchasing of high band portable radios for municipalities; with the application due by the following Wednesday 10-16-19
 - Given that on the same day of 10-10-19 I was notified of the certain narrow banding occurring within 2 years and that the application for the final round of DHS grant money for portables was due the following week, and while acknowledging almost the entire county was migrating to/beginning to migrate to a high band radio system, and the grant application due date was in-between council meetings, I decided to apply for the DHS/Cuyahoga County Public Safety Interoperable Communications Equipment Grant.
 - On 11-07-19 the CCESAB resultantly awarded UHPD 31 portable radios, to be received in the summer of 2020, for projected implementation in 2021.
 - This award would offset/reduce the aforementioned CGRCN migration cost by approximately \$108,500 - \$139,500
 - ***Remaining approximate minimum migration cost \$107,450 - \$145,530***
 - ***This would need to be budgeted for in 2021***

Given the information provided, I respectfully request Safety Committee approval and support to formally begin planning/budgeting for CGRCN migration implementation in early 2021.



Pricing Proposal
 Quotation #: 20334771
 Created On: 4/14/2021
 Valid Until: 6/30/2021

City of University Heights

Inside Account Executive

Bryan Lombardo

2300 Warrensville Center Road
 University Heights, OH 44118
 United States
 Phone: 216-932-1800
 Fax:
 Email: blombardo@universityheights.com

Daniel Moran

290 Davidson Ave
 Somerset, NJ 08873
 Phone: 732-584-8252
 Fax: 732-564-8078
 Email: daniel_moran@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 GETAC : A140G2, i7-10610U, Webcam, Win10+16GB RAM, 256GB PCIe SSD, Sunlight Readable LCD+TS+Stylus, Camera, WIFI+BT+GPS+4G LTE (EM7511)+Passthru, LAN, Smart Cd Rdr, 3YB2B Wty Getac - Part#: AM5OT4DA5BXX	2	\$3,513.91	\$7,027.82
2 Getac Rugged Keyboard Getac - Part#: GDKBU9	2	\$211.34	\$422.68
		Total	\$7,450.50

Additional Optional Items

DOCKING STATION TRIPL PASSTHRU ANTENNA FOR GETAC A140 TABLET Havis - Part#: DS-GTC-802-3	2	\$668.66	\$1,337.32
HAVIS VEHICLE DOCKING STATION ADAPTER Havis - Part#: C-ADP-101	2	\$30.68	\$61.36
A140 Trolley/Office Dock Station Getac - Part#: GDOFUU	2	\$588.51	\$1,177.02

Additional Comments

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.
 TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The Products offered under this proposal are resold in accordance with the [SHI Online Customer Resale Terms and Conditions](#), unless a separate resale agreement exists between SHI and the Customer.



Dustin Rogers
 Chief of Police
 (216) 932-1160

MEMORANDUM

City of University Heights
Division of Police
 2304 Warrensville Center Road
 University Heights, Ohio 44118



UNIVERSITY
HEIGHTS

Michael D. Brennan
 Mayor/Safety Director
 (216) 932-7800

TO: Michael Dylan Brennan, Mayor / Safety Director
 Dennis Kennedy, Finance Director
 University Heights City Council
 Joe Ciuni, City Engineer

FROM: Dustin Rogers, Chief of Police *DR*

DATE: June 18, 2021

RE: 2021 Pavement Marking Project

Council authorized the city to enter into a 3-year agreement with Midwest Parking Lot Maintenance LLC on 05-20-19 for annual pavement marking/line striping services; with year 2 and 3 of the agreement requiring renewal/authorization from Council to continue the service. City Council authorized year 2 of the agreement on 04-20-20, and we are currently in year 3 of the 3-year agreement.

Further:

- We historically collaborate with the City of Shaker Heights for annual line striping projects
- In 2020, there were some delays in completion of work; per Midwest this was due to the pandemic/inability to get equipment repaired/replaced on their end
- Midwest has reported possible delays in their 2021 services due to the pandemic's impact on supply chain delays beyond their control, which is reportedly impacting the entire related industry
- We do not have an anticipated start date for the project in 2021 at this time
- Typical hours of operation/line striping are between 7pm and 5am for main roads, and work can be done during the day on side streets as long as it does not impact schools
- Per the contract, all work is to be completed by 08-10-21
- The city works very closely with representatives of Midwest on a regularly basis to ensure quality control and completion of work is consistent with city expectations

I respectfully request and recommend for City Council to authorize the city to enter into year 3 of the 3-year agreement with Midwest to provide annual pavement marking/line striping needs in 2021, and in an amount not to exceed \$46,429. Attached is the original Bid Form identifying specific linear feet of items to be striped annually, and a copy of the agreement.

**City of Shaker Heights
City of University Heights
2019- 2021 Pavement Marking Program
Bid Form**

Mark envelope: **2019 – 2021 Pavement Marking Program**

To the Director of Purchases:

The undersigned hereby proposes to furnish the following items, in accordance with the provisions of the bid document of which this form is a part. All prices are F.O.B.

UNIT PRICE CONTRACT

For the above-mentioned project, the City reserves the right to reasonably increase or decrease the quantities or delete any items set forth herein. The following quantities are provided for minimum bidding purposes only. Actual field quantities will vary for the quantities listed. The bidder should inspect the trimming area to verify scope of work.

UNIT PRICE CONTRACT

For the above mentioned project, the City reserves the right to reasonable increase or decreases the quantities or deletes any item set forth herein.

City of Shaker Heights

	Quantity	Unit	Item Description	Unit Price 2019	Total 2019	Unit Price 2020	Total 2020	Unit Price 2021	Total 2021
1	1,500	FT	Center Line- Single Yellow Lines w/ Broken Line; No Passing, One side (ODOT 642)	.10	150.00	.10	150.00	.10	150.00
2	140,000	FT	Center Line - Double Yellow Lane Line; No Passing, Both Sides (ODOT 642)	.14	19,600.00	.14	19,600.00	.14	19,600.00
3	20,000	FT	Lane Line -- Solid White Line; 4" to 6" match existing (ODOT 642)	.10	2,000.00	.10	2,000.00	.10	2,000.00
4	200,000	FT	Lane Line - Broken White Lane; 4 to 6" match existing lines (ODOT 642)	.05	8,000.00	.04	8,000.00	.04	8,000.00
5	20,000	FT	Channel Line (ODOT 642)	.30	6,000.00	.30	6,000.00	.30	6,000.00
6	10,000	FT	Stop Bar (ODOT 642)	1.25	12,500.00	1.25	12,500.00	1.25	12,500.00
7	25,000	FT	Crosswalk Lines (ODOT 642)	.80	20,000.00	.80	20,000.00	.80	20,000.00
8	275	EA	Lane Arrows; All Types (ODOT 642)	27.00	6,875.00	25.00	6,875.00	25.00	6,875.00
9	115	EA	Word on Pavement; match existing (ODOT 642)	30.00	3,450.00	30.00	3,450.00	30.00	3,450.00
10	1,000	FT	Parking Stalls (ODOT 642)	1.50	1,000.00	1.00	1,000.00	1.00	1,000.00
11	15	EA	Handicap Symbol (ODOT 642)	30.00	450.00	30.00	450.00	30.00	450.00
12	3,000	FT	Transverse Line (ODOT 642)	1.25	3,750.00	1.25	3,750.00	1.25	3,750.00
13	99	EA	Sharrows (ODOT 642)	55.00	4,950.00	50.00	4,950.00	50.00	4,950.00

14	4	EA	Word, Symbol and Arrow Pavement Marking for Bicycle Lanes (ODOT 642)	100.00	400.00	100.00	400.00	100.00	400.00
15	200	FT	Center Line- Single Yellow Lines w/ Broken Line; No Passing, One side (ODOT 644)	1.25	250.00	1.45	290.00	1.65	330.00
16	10,000	FT	Center Line - Double Yellow Lane Line; No Passing, Both Sides (ODOT 644)	1.25	12,500.00	1.45	14,500.00	1.65	16,500.00
17	1,500	FT	Lane Line -- Solid White Line; 4" to 6" match existing (ODOT 644)	.75	1,125.00	.95	1,425.00	1.15	1,725.00
18	15,000	FT	Lane Line - Broken White Lane; 4 to 6" match existing lines (ODOT 644)	.50	7,500.00	.70	10,500.00	.90	13,500.00
19	500	FT	Channel Line (ODOT 644)	2.00	1,000.00	2.20	1,100.00	2.40	1,200.00
20	1,200	FT	Stop Bar (ODOT 644)	5.00	6,000.00	5.20	6,240.00	5.40	6,480.00
21	2,250	FT	Crosswalk Lines (ODOT 644)	2.50	5,625.00	2.70	6,075.00	2.90	6,525.00
22	35	EA	Lane Arrows; All Types (ODOT 644)	80.00	2,800.00	85.00	2,975.00	90.00	3,150.00
23	20	EA	Word on Pavement; match existing (ODOT 644)	100.00	2,000.00	120.00	2,400.00	125.00	2,500.00
24	1	LS	Secondary Mobilization (requested by City)	500.00	500.00	500.00	500.00	500.00	500.00

Shaker Heights Sub-Total

2019	2020	2021
\$ <u>128,425.00</u>	\$ <u>137,130.00</u>	\$ <u>141,535.00</u>

Total Bid (All three (3) years)

City of University Heights

	Quantity	Unit	Item Description	Unit Price 2019	Total 2019	Unit Price 2020	Total 2020	Unit Price 2021	Total 2021
1	1,020	FT	Center Line- Single Yellow Lines w/ Broken Line; No Passing, One side (ODOT 642)	.10	102.00	.10	102.00	.10	102.00
2	18,360	FT	Center Line - Double Yellow Lane Line; No Passing, Both Sides (ODOT 642)	.14	2,570.40	.14	2,570.40	.14	2,570.40
3	3,060	FT	Lane Line -- Solid White Line; 4" to 6" match existing (ODOT 642)	.10	306.00	.10	306.00	.10	306.00
4	34,170	FT	Lane Line - Broken White Lane; 4 to 6" match existing lines (ODOT 642)	.05	1,366.80	.04	1,366.80	.04	1,366.80

5	3,060	FT	Channel Line (ODOT 642)	.30	918.00	.30	918.00	.30	918.00
6	5,820	FT	Stop Bar (ODOT 642)	1.25	7,275.00	1.25	7,275.00	1.25	7,275.00
7	12,750	FT	Crosswalk Lines (ODOT 642)	.80	10,200.00	.80	10,200.00	.80	10,200.00
8	57	EA	Lane Arrows; All Types (ODOT 642)	25.00	1,425.00	25.00	1,425.00	25.00	1,425.00
9	15	EA	Word on Pavement; match existing (ODOT 642)	30.00	450.00	30.00	450.00	30.00	450.00
10	14	EA	Handicap Symbol (ODOT 642)	30.00	420.00	30.00	420.00	30.00	420.00
11	7,000	FT	Parking Stalls (ODOT 642)	1.00	7,000.00	1.00	7,000.00	1.00	7,000.00
12	2,040	FT	Transverse Line (ODOT 642)	1.25	2,550.00	1.25	2,550.00	1.25	2,550.00
13	510	FT	Center Line- Single Yellow Lines w/ Broken Line; No Passing, One side (ODOT 644)	1.25	637.50	1.45	739.50	1.65	841.50
14	715	FT	Center Line - Double Yellow Lane Line; No Passing, Both Sides (ODOT 644)	1.25	893.75	1.45	1,036.75	1.65	1,179.75
15	155	FT	Lane Line - Solid White Line; 4" to 6" match existing (ODOT 644)	.75	116.25	.95	147.25	1.15	178.25
16	1,020	FT	Lane Line - Broken White Lane; 4 to 6" match existing lines (ODOT 644)	.50	510.00	.70	714.00	.90	918.00
17	205	FT	Channel Line (ODOT 644)	2.00	410.00	2.20	451.00	2.40	492.00
18	820	FT	Stop Bar (ODOT 644)	5.00	4,100.00	5.20	4,264.00	5.40	4,428.00
19	510	FT	Crosswalk Lines (ODOT 644)	2.50	1,275.00	2.70	1,377.00	2.90	1,479.00
20	12	EA	Lane Arrows; All Types (ODOT 644)	80.00	960.00	85.00	1,020.00	90.00	1,080.00
21	6	EA	Word on Pavement; match existing (ODOT 644)	100.00	600.00	120.00	720.00	125.00	750.00
22	1	LS	Secondary Mobilization (requested by City)	500.00	500.00	500.00	500.00	500.00	500.00

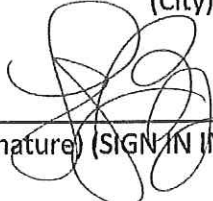
**University Heights Sub-
Total**

2019	2020	2021
\$ 44,585.70	\$ 45,552.70	\$ 46,429.70

\$543,658.10

Total Bid (All three (3) years)

Executed at Eastlake OH this 18 day of Jan, 2019
(City) (State)

BY  Title President
(Signature) (SIGN IN INK) (Owner, Partner or Corporate Officer)

VENDOR INFORMATION (Please Fill In)

Leigh Byrd
(Name) (PRINTED)

Midwest Parking Lot Maintenance
(Company)

1539 E 367th Street
(Street Address)

Eastlake OH 44095
(City, State, Zip)

216-310-4314
(Phone)

47-1583448
(FEDERAL ID NUMBER)

BIDDER QUALIFIES AS A: (Please circle applicable areas)

- | | | | |
|----|------------------------------|------------|----|
| 1. | Minority Business Enterprise | YES | NO |
| 2. | Women's Business Enterprise | <u>YES</u> | NO |
| 3. | Small Business Enterprise | <u>YES</u> | NO |

REQUIREMENTS CONTRACT

BETWEEN THE CITY OF UNIVERSITY HEIGHTS, OHIO, AND MIDWEST PARKING LOT MAINTENANCE, LLC FOR THE 2019-2021 PAVEMENT MARKING PROGRAM.

This REQUIREMENTS CONTRACT is made in Cuyahoga County, Ohio, as of the _____ day of _____, 2019 ("Effective Date"), between the **CITY OF UNIVERSITY HEIGHTS** (hereinafter designated the "CITY"), which is an Ohio municipal corporation, 2300 Warrensville Center Road, University Heights, Ohio 44118, (216) 932-7800, and **MIDWEST PARKING LOT MAINTENANCE, LLC**, 1539 East 367th Street, Eastlake, Ohio 44095, (216) 310-4314 (hereinafter designated the "CONTRACTOR"), pursuant to the advertisement for bids by the CITY and the bid submitted by the CONTRACTOR dated January 25, 2019, which bid was accepted by the City of Shaker Heights in the Acceptance of Bid dated February 19, 2019, which is attached hereto as **Exhibit A** and incorporated herein, and by the City of University Heights pursuant to its Charter and ordinances.

1. Scope of Work:

A. The CONTRACTOR shall furnish all material, labor, equipment, and tools necessary for pavement marking located at various locations throughout the CITY, as well as all work incidental and pertinent thereto as ordered by the CITY (hereinafter referred to as the "Project"), all in accordance with the "Advertisement, Bid and Specifications – 2019-2021 Pavement Marking Program," including the General Instructions to Bidders/General Conditions and Detailed Specifications, all of which are attached hereto as **Exhibit B** and incorporated herein (which are hereinafter referred to as the "Specifications"); the "Bid Form" and other forms completed by CONTRACTOR and dated January 18, 2019, which are attached hereto as **Exhibit C** and incorporated herein; and Exhibit A.

B. This is a requirements contract, and as such the CITY shall determine what work shall be performed during the term of the CONTRACT. CONTRACTOR is not guaranteed any minimum amount of work or revenue under this CONTRACT.

C. If there is any conflict or inconsistency between the terms in this CONTRACT and any of the Exhibits, the terms in this CONTRACT shall take precedence.

D. The CITY may authorize, through a subsequent Purchase Order(s), additional work, including work that was not known or included in the Specifications that is found to be needed during the work on the Project to complete the Project, and any such work shall be subject to the terms of this CONTRACT and shall be completed within the time period set forth in the Specifications.

E. The CONTRACTOR is required to obtain all permits and approvals required by law in the CITY, including any street obstruction and/or opening permits, and to follow all other laws and regulations that are applicable to the work on the Project.

F. CONTRACTOR understands and agrees that smoking is not permitted at any time on the grounds or in any building on City-owned property, including parks.

2. Term and Progress of the Work:

A. The initial term of this CONTRACT shall begin on the Effective Date first set forth above, and expire on **December 31, 2019**, unless sooner terminated as permitted herein, or unless extended by agreement of the parties set forth in writing.

B. The CITY, at their sole option and discretion, may renew this CONTRACT for **two additional one-year periods following the initial year** (i.e. for the calendar years 2020 and 2021) at the prices set forth in the City of Shaker Heights Acceptance of Bid (Exhibit A) and CONTRACTOR's Bid (Exhibit C). The CITY, shall provide CONTRACTOR at least thirty (30) days prior written notice (i.e. by December 1, 2019 and December 1, 2020, respectively) during the first and second years that this CONTRACT is in effect, if the CITY intends to extend the CONTRACT for additional one-year periods.

C. The work of CONTRACTOR shall commence within ten (10) days after each Notice to Proceed is provided in writing for each portion of the Project by the CITY, and all work on each portion

of the Project contained in a Notice to Proceed shall be completed as set forth in Exhibit B, and as follows:

- (i) Bicycle sharrows and bicycle markings by May 1, 2019;
- (ii) Lane lines, center lines and channel lines by July 1, 2019;
- (iii) Crosswalks and stop bars in proximity to all University Heights public and private schools, by August 10, 2019; and
- (iv) All striping work by August 10, 2019.

If weather conditions make completion impossible or impracticable, or any other factor makes meeting the deadlines impossible, CONTRACTOR must notify the CITY in writing at least seven (7) days prior to the particular deadline that will not be met, providing documentation for the requested extension of time, and the proposed new deadline. Failure of the CONTRACTOR to complete the work in the time prescribed, unless continued by the CITY for good cause shown, shall subject the CONTRACTOR to liquidated damages assessed by the CITY in the manner and amounts set forth in said Specifications (Exhibit B). CONTRACTOR shall keep the CITY informed as to the progress of the work, and as to any weather conditions or other factors that cause any delay in the progress of the work.

3. Compensation:

A. The sums to be paid by the CITY for the work by the CONTRACTOR shall be at the bid unit price(s) shown on the City of Shaker Heights Acceptance of Bid (Exhibit A) and the Bid Form of the CONTRACTOR (Exhibit C).

B. The CONTRACTOR shall be paid as provided in the Specifications (Exhibit B). Invoices for payment shall be submitted to the City as specified above. No late charges, penalties, or interest shall be assessed or charged by CONTRACTOR against the CITY.

C. This is a requirements contract and, therefore, the quantities and scope of work contained herein are approximate and may be reasonably increased or decreased when necessary by the Purchasing Agent of the CITY.

D. The amount of work under this CONTRACT is subject to the City's budget and funds being appropriated for the Project, as stated in the Specifications. Any additional work, and any additional amount to be paid for such work, which the CITY desires to be included under this CONTRACT, may be authorized by a Purchase Order approved by the appropriate authorized person for the CITY. The parties agree that any such additional work agreed to by the parties hereto shall be included as a part of this CONTRACT and shall be subject to all of the terms herein, and the bonds required herein shall be increased to the extent necessary to cover the additional work.

E. If this CONTRACT is cancelled as provided herein, CONTRACTOR shall be paid pro rata for all services performed to the effective date of cancellation, unless the CONTRACT is terminated by the CITY for cause, due to the failure of CONTRACTOR to perform as required under this CONTRACT in a manner satisfactory to the CITY and in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances, and if the CITY has provided the CONTRACTOR with written notice of said failure to perform.

4. Oversight and Notices:

All the work done under this CONTRACT shall be performed under the oversight of the designated person for the CITY as set forth below, or his/her designee. All notices hereunder shall be (a) in writing; (b) delivered to the representatives of the parties at the addresses set forth below, unless changed by either party by notice to the other party; and (c) effective upon receipt. Notices shall be provided as follows:

A. To the CITY:

City of University Heights
Finance Department
2300 Warrensville Center Road
University Heights, Ohio 44118
(216) 932-7800

B. To the **CONTRACTOR**:
Midwest Parking Lot Maintenance
Leigh Byrd
1539 East 367th Street
Eastlake, Ohio 44095
(216) 310-4314.

5. Subcontracting and Assignment:

A. **CONTRACTOR** shall use on this **CONTRACT** only its own employees. No subcontractor, affiliate, agent or subsidiary of **CONTRACTOR** shall perform work on this **CONTRACT** without the written permission of the **CITY**.

B. **CONTRACTOR** may not assign this **CONTRACT** to any other firm or person without the express approval of the **CITY** in writing.

6. Bonds, Workers Compensation and Insurance:

A. The **CONTRACTOR** shall furnish the **CITY** with a performance or contract bond or bonds, and a labor and material bond or bonds, and each type of bond shall be provided in the amount of FORTY-FIVE THOUSAND FIVE HUNDRED EIGHTY-FIVE AND 70/100 DOLLARS (\$45,585.70). The bonds may be combined or issued separately. Such bonds shall be renewed each year:

B. The **CONTRACTOR** shall provide a Certificate of Workers' Compensation.

C. The **CONTRACTOR** shall provide a Certificate of Insurance evidential of comprehensive general liability insurance and property insurance with minimum coverage in the amounts set forth in the Specifications (Exhibit B). The Certificate(s) of Insurance shall (a) name the **CITY OF UNIVERSITY HEIGHTS** as an additional insured; (b) be issued by a company licensed to do business in the State of Ohio, and provide the registration number; (c) provide contact information for the insurance company and any producer or issuer of the policy for the purpose of making claims; and (d) provide that at least ten (10) days written notice shall be given to the **CITY** of any material change in, or cancellation of, said insurance.

D. Upon completion of the work on the Project, the **CONTRACTOR** shall furnish the **CITY** with a two-year maintenance bond in the amount of twenty-five percent (25%) of the total cost of this **CONTRACT**.

7. Default:

A. Should the **CONTRACTOR** at any time refuse or neglect to provide the services agreed to herein, fail in any respect to prosecute the work herein described with promptness and diligence, or fail in the performance of any of the agreements contained herein, the **CITY** shall have the right to immediately suspend all work or any part thereof under this **CONTRACT** until such time as the **CITY** is satisfied that the work may continue, and/or the **CITY** may, after three (3) days written notice to the **CONTRACTOR** or the person performing the work on behalf of the **CONTRACTOR**, terminate the **CONTRACT**.

B. In any such circumstance of the failure of **CONTRACTOR** to perform as agreed under this **CONTRACT**, and after notice has been provided by the **CITY** as set forth above, the **CITY** may provide or employ any necessary labor and materials in lieu of **CONTRACTOR** to finish part or all of the work under the **CONTRACT** or to supplement the work of **CONTRACTOR**, and to deduct the cost thereof from any money then due or thereafter to become due to the **CONTRACTOR**; and if such cost shall exceed the balance due to **CONTRACTOR**, then the **CONTRACTOR** shall pay the difference to the **CITY**.

C. The election by the **CITY** to either suspend or terminate this **CONTRACT**, or to refrain from doing so when it may have the right to do so, or to pursue liquidated damages as set forth in the specifications, shall not be considered a waiver by the **CITY** of any of their rights under this **CONTRACT** or the law, but rather shall be considered additional to any other such rights.

8. Indemnification:

The CONTRACTOR shall indemnify, save harmless, and defend the CITY from and against all losses, claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description, made, brought, or recovered against the CITY by reason of any act or omission of the CONTRACTOR, its agents, or its employees, in the execution of the work herein contracted for, in guarding the same, or in the use by the CONTRACTOR of any equipment or procedures which do not fully comply with the state and federal regulations governing such use.

9. Independent Contractor:

The CONTRACTOR hereby acknowledges that it is an independent contractor and neither it nor its employees or agents are employees of the City of University Heights. The CONTRACTOR shall be responsible for the payment or withholding of any federal, state or local taxes, including, but not limited to, income, unemployment, and workers' compensation, and the CITY will not provide, or contribute to any plan which provides for benefits, including but not limited to unemployment insurance, workers' compensation, retirement benefits, liability insurance or health insurance. All individuals employed by the CONTRACTOR who provide services to the CITY are not public employees under Ohio state law.

10. Equal Employment Opportunity:

The CITY and CONTRACTOR agree that they shall abide by any and all applicable equal employment opportunity laws, whether state or federal, and to use their best efforts to subcontract with DBEs when possible. The CITY and CONTRACTOR shall ensure that applicants are hired, and that employees are treated during employment, without regard to their race, religion, national origin, ancestry, color, gender, disability, sexual orientation, or gender identity status. Such action shall include, but is not 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 election for training, including apprenticeship.

11. Complete Contract:

This CONTRACT shall be deemed to contain all the terms and conditions agreed to between the parties, who both agree that no representations or promises of any kind whatsoever have been made other than herein contained, and this CONTRACT shall be binding upon both parties and their respective heirs, administrators, executors, successors, and assigns.

IN WITNESS WHEREOF, authorized representatives of the parties to this Contract, indicating their party's approval of the terms herein, have signed as of the dates set forth below.

WITNESSES:

MIDWEST PARKING LOT MAINTENANCE, LLC

1. _____

By: _____

2. _____

Printed Name

Title

Tax ID. No. _____

Date: _____

WITNESSES:

1. _____

2. _____

CITY OF UNIVERSITY HEIGHTS

By: _____

Printed Name _____

Title: _____

Date: _____

APPROVED AS TO FORM
UNIVERSITY HEIGHTS:

By: _____

Printed Name: _____

Title: _____

Date: _____

cont19/005midwestparkingpavementmarkingUH