



Starfish Computer
 Phone: 440-808-0468
 Fax: 440-808-0470
 24831 Lorain Road
 North Olmsted, OH 44070

Quote
 No.: **12115**
 Date: 11/23/2021

Prepared for:
 Michael D Brennan (216) 932-7800
 City of University Heights
 2300 Warrensville Center Road
 University Hts., Ohio 44118

Prepared by: Patrick Hanrahan
 Account No.: 12849
 Phone: (216) 932-7800

Quantity	Description	UOM	Sell	Total
REA & ASSOCIATES REMEDIATION WORK				
1. Multi Factor Authentication				
100.00	Duo MultiFactor Authentication-Monthly Subscription-Recurring Duo Multi Factor Authentication *This is a Monthly Subscription - ONGOING Cost*	EA	\$4.00	\$400.00
50.00	Domain Setup/Testing and User Rollout *This is a ONE TIME COST*	HR	\$155.00	\$7,750.00
1. Multi Factor Authentication				\$8,150.00
2. Physical Network Access Control				
50.00	Physical Network Access Control *This is a ONE TIME COST* Implement MAC access control on the core switch, Guest Wifi, and Radius authentication for secured wifi	HR	\$155.00	\$7,750.00
2. Physical Network Access Control				\$7,750.00
3. Discovery of devices connected to the city network				
20.00	Discovery of devices connected to the city network *This is a ONE TIME COST*	HR	\$155.00	\$3,100.00
1	Configure Domotz for Network Monitoring and Alerting *This is a Monthly Subscription - ONGOING Cost*	EA	\$25.00	\$25.00
3. Discovery of devices connected to the city network				\$3,125.00
4. Domain Name Registration Discovery				
5.00	Domain Name Registration Discovery *This is a ONE TIME COST*	HR	\$155.00	\$775.00
10	Domain Registration *This is an ANNUAL COST*	EA	\$60.00	\$600.00
4. Domain Name Registration Discovery				\$1,375.00
5. Server Room and Economic Development Server room AC				

Quote
 No.: **12115**
 Date: 11/23/2021

Quantity	Description	UOM	Sell	Total
Starfish Computer can recommend an HVAC company to perform this work, but assumes the City of University Heights already has an external resource to perform this work *10,000 BTU AC Unit Recommended for Main Server Room*				
Economic Development Server Room (Annex Closet) Recommended Vented Lockable Rack Install and equipment moved				
10.00	Server Room and Economic Development Server room AC	HR	\$155.00	\$1,550.00
This is a ONE TIME COST				
1	12U WALL MOUNT RACK ENCLOSURE SERVER CABINET SWINGING HINGED DOOR DEEP RACK - 12U	EA	\$825.00	\$825.00
This is a ONE TIME COST				
5. Server Room and Economic Development Server room AC				\$2,375.00

Your Price:
\$22,775.00

Total:
\$22,775.00

Prices are firm until 12/14/2021 Terms: Net 30

Prepared by: Patrick Hanrahan, phanrahan@starfishcomputer.com

Date: 11/23/2021

Accepted by: _____ **Date :** _____

Disclaimer

Prices are subject to change, error and availability. Prices do not include shipping and handling, if any. Return Policy: Returned parts will be charged a 20% restocking fee. Returns must be made within in 30 days of our order date. Special order parts are non-returnable.

Please fax signed quote to 440-808-0470 or email to sales@starfishcomputer.com so that your order can be placed. Thank you for your business.



Starfish Computer
 Phone: 440-808-0468
 Fax: 440-808-0470
 24831 Lorain Road
 North Olmsted, OH 44070

Quote
 No.: **12137**
 Date: 12/3/2021

Prepared for:
 Michael D Brennan
 City of University Heights
 2300 Warrensville Center Road
 University Hts., Ohio 44118

Prepared by: Patrick Hanrahan
 Account No.: 12849
 Phone: (216) 932-7800

Quantity	Description	UOM	Sell	Total
Emergency Support and Service through 3/31/2022				
Quantity of 3 is for months January, February, and March				
Emergency Support and Service				
3.00	20-Hour Block of AdHoc Network Support Services	HR	\$3,100.00	\$9,300.00
Spam Filter				
3.00	Spam Filter Monthly Services	EA	\$270.00	\$810.00
Server, Desktop Patching, Monitoring and Antivirus				
3.00	Server, Desktop Patching, Monitoring and Antivirus for 35 Desktops - Monthly Service	EA	\$780.00	\$2,340.00
Loaner Switch and Server				
3.00	Starfish Computer Loaner Switch and Server Montly Utilization	EA	\$300.00	\$900.00
Backup/Disaster Recovery - Device is Property of Starfish Computer Corporation				
3.00	Backup Disaster Recovery Monthly Service	EA	\$1,100.00	\$3,300.00
Hybrid Cloud Backup				
Bare Metal Restore				
Advanced File Level Restore				
Inverse Chain Technology				
Instant On-Site Virtualization				
Instant Off-site Virtualization				
Screenshot Backup Verification				
Message Level Exchange Recovery				
CAPACITY				
Storage Capacity 6000GB (3000GB Usable)				
CLOUD				
Capacity 1 Year Data Retention				
Dual Bi-Coastal US Based SAS70 Rated Data Centers				

Your Price: \$16,650.00

Total: \$16,650.00

Prices are firm until 12/24/2021

Terms:

Prepared by: Patrick Hanrahan, phanrahan@starfishcomputer.com

Date: 12/3/2021

Accepted by: _____

Date : _____

Quote

No.: **12137**
Date: 12/3/2021

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Please fax signed quote to 440-808-0470 or email to sales@starfishcomputer.com so that your order can be placed. Thank you for your business.

AMENDED ORDINANCE 2021 - 64

INTRODUCED BY: MAYOR BRENNAN AND ALL OF COUNCIL

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A COLLECTIVE BARGAINING AGREEMENT WITH FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC. PATROL OFFICERS AND DECLARING AN EMERGENCY

WHEREAS, the City's labor attorney has negotiated a Collective Bargaining Agreement with Fraternal Order of Police, Ohio Labor Council, Inc. Patrol Officers in connection with the terms and conditions of employment of the City's Police Department employees for the period of July 1, 2020 through June 30, 2023; and

WHEREAS, Council wishes to approve the Collective Bargaining Agreement with Fraternal Order of Police, Ohio Labor Council, Inc. Patrol Officers and to authorize the Mayor to enter into the same;

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

Section 1. This Council hereby approves the Collective Bargaining Agreement with Fraternal Order of Police, Ohio Labor Council, Inc. Patrol Officers for the time period from July 1, 2020 through June 30, 2023, and authorizes and directs the Mayor to enter into said agreement, a copy of which is attached hereto as Exhibit A and which is incorporated herein by reference as if fully rewritten.

Section 2. 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 any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

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, the emergency being the need to finalize the Collective Bargaining Agreement as soon as possible since it relates in part to periods of time already expired; wherefore, this ordinance shall be in full force and effect from and immediately after its adoption and approval by the Mayor. This Ordinance shall take effect from and after 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



STEFANIK IOSUE & ASSOCIATES

December 20, 2021

University Heights City Council
2300 Warrensville Center Road
University Hts, Ohio 44118

RE: Collective Bargaining Agreement – Fraternal Order of Police

Honorable Members of Council:

Negotiations between the City of University Heights and the Fraternal Order of Police (Silver and Gold units) (“FOP”) concluded in November with a tentative agreement for the new CBA (2020-2023). The parties reached this agreement without resorting to costly arbitration hearings, which creates a significant cost savings for the City. The FOP has already voted to accept the tentative agreement.

Under the provisions of Section 4117.10 (C) ORC, the negotiator is required to notify the legislative body of tentative agreement, and *“the legislative body must approve or reject the submission as a whole, and the submission is deemed approved if the legislative body fails to act within thirty days after the public employer submits the agreement.”* Please consider this letter to be formal notification to Council of the settlement between the City and the FOP. A summary of the terms follows:

- Wage increases of 3.5% in 2021 and 2022; There was no wage increase in 2020;
- Equalized vacation with other bargaining units;
- Clarified “call-in” pay;
- Modified sick leave incentive to cover 12 hour shifts;
- Modified Golden Days (pka Personal days);
- Modified dispute resolution to follow ORC 4117.

In addition, the City added Juneteenth as a holiday as it did throughout the City.

On behalf of Mayor Brennan, we strongly recommend approval of these tentative agreement by Council.

Sincerely,
/s/ **Jeremy D Iosue**
Jeremy D. Iosue, Esq
Labor Negotiator

cc: Michael Brennan, Mayor

AGREEMENT BY AND BETWEEN
THE CITY OF UNIVERSITY HEIGHTS

AND



FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC.
PATROL OFFICERS

EFFECTIVE JULY 1, 2020 THROUGH JUNE 30, 2023

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(RESERVED)

ARTICLE 1
PREAMBLE

Section 1. This Agreement is hereby entered into by and between the City of University Heights, hereinafter referred to as "the Employer," and the Fraternal Order of Police, Ohio Labor Council, Inc., hereinafter referred to as "the Union."

ARTICLE 2
PURPOSE AND INTENT

Section 1. In an effort to continue harmonious and cooperative relationships with its employees and to insure its orderly and uninterrupted efficient operations, the Employer now desires to enter into an agreement reached through collective bargaining which will have for its purposes, among others, the following:

- (1) To recognize the legitimate interests of the employees of the Employer to participate through collective bargaining in the determination of the terms and conditions of their employment;
- (2) To promote fair and reasonable working conditions;
- (3) To promote individual efficiency and service to the Employer;
- (4) To avoid interruption or interference with the efficient operation of the Employer's business; and to provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

ARTICLE 3
RECOGNITION

Section 1. The Employer recognizes the Union as the sole and exclusive collective bargaining representative of all employees in the following unit:

All patrolmen/patrolwomen as described under SERB Case number 2020-REP-04-0021, but excluding the chief of the department and those individuals who, in the absence of the chief, are authorized to exercise the authority and perform the duties of the chief of the department, deputy chief of police, sergeants, lieutenants, , matrons, animal wardens, clericals, utility employees, janitors, telephone operators, all part-time, seasonal and temporary employees, professionals as defined by Ohio Revised Code Chapter 4117 and all other full-time and part-time employees.

Section 2. The Employer will furnish the Union with a list of all employees in the classifications covered by this Agreement indicating their starting date of employment. Such list will be furnished no less than annually and will be supplemented by the names of all new employees as hired.

Section 3. Full-Time Employee. "Full-time employee" means any member of the bargaining unit who regularly works forty (40) hours per week.

ARTICLE 4
NON-DISCRIMINATION

Both the Employer and the Union recognize their respective responsibilities under the Federal and State Civil Rights laws, Fair Employment Practice acts, and other similar Constitutional and Statutory requirements. Therefore, both the Employer and the Union hereby reaffirm their obligations not to discriminate, in any manner, relating to employment on the basis of race, color, creed, national origin, sex or age. The male pronoun or adjective, where used herein, refers to the female also, unless otherwise indicated.

ARTICLE 5
UNION DUES

Section 1. During the term of this Agreement, the Employer shall deduct initiation fees, assessments levied by the Union and the regular monthly Union dues from the wages of those employees who have voluntarily signed dues deduction authorization forms permitting said deductions.

No new authorization forms will be required from any employees in the Division of Police for whom the Employer is currently deducting dues.

Section 2. The initiation fees, dues or assessments so deducted shall be in the amounts established by the Union from time to time in accordance with its Constitution and Bylaws. The Union shall certify to the Employer the amounts due and owing from the employees involved.

Section 3. All authorized deductions will be made from the member's pay on a regular monthly basis. All deductions shall be transmitted to the Union no later than the 15th day following the end of the month in which the deduction is made together with a list of the members of the bargaining unit paying such dues or fees by payroll deductions, and upon receipt, the Union shall assume full responsibility for the disposition of all funds deducted.

Section 4. The Union shall indemnify and hold the Employer and any of its agents harmless against any and all claims, demands, suits and other forms of liability that may arise out of, or by reason of action taken or not taken by the Employer for the purpose of complying with any of the provisions of this Article, or in reliance on any notice or authorization form furnished under any of the provisions of this Article.

ARTICLE 6
AGENCY SHOP – DUES DEDUCTION

Section 1. The City agrees to deduct Union membership dues from bargaining unit members upon receipt of individually signed authorization form(s) which shall be provided by the Union, in the amount certified by the Union to the City. The first such deduction will be made as soon as

practicable thereafter but in no event later than thirty (30) calendar days following receipt by the City of the dues deduction authorization.

Section 2. Notifications. The Employer shall notify the Union of any new hires within the bargaining unit. Such notification shall be in writing (or electronically) to the Union no more than sixty (60) days after their hire date. Notice of the same may be made to the Union office and/or through the Union Staff Representative.

Should the Employer receive a notice from a bargaining unit member wishing to cease dues deduction and withdraw from Union membership, the City shall notify the Union in writing (or electronically) within fourteen (14) days of this request; notice of same may be made to the Union office and/or through the Union Staff Representative.

Section 3. Indemnification. The City assumes no obligation, financial or otherwise, arising out of these provisions regarding the deduction of membership dues, fees or assessments, except failure to forward deducted dues and fees. The Union hereby agrees that it will indemnify and hold the City harmless from any claims, actions or proceedings by an Employee arising from deductions made by the University pursuant to these provisions. Once the funds are remitted to the Union their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

ARTICLE 7 **MANAGEMENT RIGHTS**

Section 1. Except as specifically limited by explicit provisions of this Agreement, the Employer reserves and retains, solely and exclusively, all rights, powers and authority, including the right to determine and fulfill the mission of the Division of Police of the Department of Public Safety, determine staffing policy, and in all other respects to plan, manage, evaluate, administer, govern, control, and direct its personnel and operations. Such exclusive rights include, but are not limited to, the following:

- A. To determine matters of inherent managerial policies which include policy areas of discretion such as the functions and programs of the Employer, standards of service, overall budget, utilization of technology and organizational structure;
- B. To establish, modify and enforce reasonable policies, rules, regulations, and standards for employee performance;
- C. To determine the size, composition, structure and adequacy of the work force;
- D. To establish and determine job qualifications and duties, and to establish the education and training requirements for the Department;
- E. To establish, modify, consolidate and abolish jobs or job classifications;
- F. To hire, evaluate, assign, transfer, schedule, supervise, direct, promote, demote, discipline, suspend, and discharge employees for just cause;
- G. To subcontract work;

- H. To lay off employees in the event of lack of work or lack of funds or under conditions where the City determines that the continuation of such work is unnecessary;
- I. To determine overall methods, processes and means by which operations are to be efficiently and effectively conducted;
- J. To determine location of facilities and to introduce new and/or improved equipment and methods;
- K. To determine the financial policies and procedures of the City including the exclusive right to allocate and expend all funds of the City;
- L. To do all things appropriate and incidental to any of its rights, powers, prerogatives, responsibilities, and authority; and in all respects to carry out the ordinary and customary functions of the administration, subject only to the procedures and criteria governing the exercise of these rights as are expressly provided for in this Agreement.

ARTICLE 8 **HOURS OF WORK AND OVERTIME**

Section 1. The work week is 40 hours; the work day is 8 hours, and the work year is 2,080 hours. The Department's work schedule regarding patrol shall be determined by the Chief of Police in consultation with the Safety Director. When determining a work schedule, the Chief of Police will seriously consider the recommendation made by a majority of the officers who are assigned to the Patrol Division at that time. Effective January 1, 2018, the work period is 80-hours in a two week pay period and the work year is 2080 hours. The Department's work schedule regarding patrol will be 12-hour work days determined by the Chief of Police in consultation with the Safety Director excluding any work day to average or total the 80- hours in a pay period.

Effective January 1, 2018, the work period is 40-hours, the work day is 10-hours and the work year is 2080 hours for administrative personnel and Detectives.

Twelve (12) hour and/or ten (10) hour shifts will be utilized as determined by the Chief of Police, who can unilaterally and without any further bargaining or discussions with the Union or its members discontinue such 12-hour or 10-hour shift scheduling and revert back to the eight (8) hour shift scheduling with sixty (60) days advanced notice to the Union.

Section 2. The Employer shall be the sole judge of the necessity of overtime and all assigned overtime must be worked.

Section 3. Base pay contemplates, on the average, 40-hours per week and 80-hours in a two week pay period, as set forth in an assignment list published monthly under the direction of the Chief. No employee shall be entitled to overtime compensation for these regularly assigned shifts. Nor shall an employee be entitled to overtime compensation if he voluntarily works an additional shift as a favor to another police employee to be repaid by the other employee in terms of extra duty at a later date (commonly referred to as "trading shifts") even though such shift trade requires approval of the Chief.

Section 4. When an employee's regularly assigned shifts add up to less than 2,080 hours in a year, the City shall schedule the extra day(s) during a period of no less than the first six months. Said days shall not be assigned in the middle of a three or more day-off period. The affected employee may request said day(s) be reassigned, subject to the Chief's approval.

Section 5. When an employee's regularly assigned shifts add up to more than 2,080 in a year, the employee may request the equivalent time off at any time during the calendar year, subject to the Chief's approval, excluding the period from November 15 through December 24.

Section 6. When an employee is required to work more than his assigned hours on a shift or a shift not originally assigned to him on the monthly schedule, he shall receive overtime. Overtime shall be defined as compensation or compensatory time, and shall be calculated at the rate of time and one-half an employee's regular base rate divided by 2,080 hours. There shall be no adjustment for longevity or special assignment pay arising from overtime compensation.

Section 7. Except as set forth in Sections 10(B), 10(C) and 11(B) below, an employee may choose to receive all overtime in either compensation or compensatory time at the time the overtime is worked. An employee may accumulate compensatory time up to 144 hours, at which point all overtime shall be paid as earned. However, employees may buy back accumulated compensatory time at any time by advising the Chief in writing. When compensatory time is paid, it shall be calculated from the employee's base rate at the time it is paid, not earned. Once an employee is properly approved to take a "Time Owed" day off, such day off cannot be cancelled unless notice of such cancellation is made more than seventy-two (72) hours prior to the day off except in cases of emergency.

If no overtime will be created by using the compensatory time, the minimum increments for use will be one (1) hour. Employee's compensatory time shall be deducted at one hour for each hour used, provided that the employee use of compensatory time does not cause overtime within the Police Department. Employee's compensatory time shall be deducted at one and one half hours for each hour used, if the employee's compensatory time causes overtime within the Police Department.

Section 8. Range-Time. Employees shall receive a minimum of two hours at time and one-half for fire arms training (range time).

Section 9. Call-in Pay. Employees called into work for time which does not abut their normal shift shall receive three hours of regular base pay, or overtime, whichever is greater. Employees who are required to work less than three hours shall not be required to perform busy-work as determined by the Chief of Police. Additionally, if an Employee is ordered to arrive at station immediately to work for time which does not abut their normal shift, that Employee shall be paid for a reasonable amount of time from the time the order is received unless otherwise specified by the person who ordered that Employee into work.

Section 10. Training.

- (A) For purposes of this Article, all mandatory training and SWAT training, excluding travel time to and from school, shall be considered time worked.
- 1) Time worked will include homework performed outside and aside from the classroom instruction in any five-day or longer specialized class. Overtime will be paid up to three (3) hours per day in any 5-day school as approved by the Chief of Police.
- (B) For purposes of this Article, all voluntary training and off-premises classroom education, including related field work, which has been approved by the Chief of Police or his designee shall be paid in compensatory time only at the base rate, unless an employee has accumulated one hundred forty-four (144) hours of compensatory time, at which time said time shall be paid in compensation at the base rate.
- (C) All travel time to and from training, whether voluntary or mandatory, shall be paid in compensatory time only at the base rate, unless an employee has accumulated 144 hours of compensatory time, at which time said training shall be paid in compensation at the base rate.

Section 11. Court Time.

- (A) Police employees, when required to appear in Court at a time when the beginning and end of the appearance is wholly during off duty hours, shall be paid for the actual time spent in attendance at Court (including reasonable travel time) at a minimum of three (3) hours of regular base pay, or overtime, whichever is greater, if an appearance is required in the Shaker Heights Municipal Court, and a minimum of five (5) hours of regular base pay, or overtime, whichever is greater, if the appearance involves any other Court. In the event that an employee is required to report to duty earlier than normally scheduled in order to appear in Court, following which he commences his normal shift of duty, or is required to remain on duty after his normal shift of duty, or is required to remain on duty after his normal quitting time to complete a Court appearance which begins while on duty, he shall be treated as being on overtime during those extra hours, instead of the foregoing minimums. No person shall be entitled to payment under this Section unless required to appear in Court by the directive of a superior or by a directive of the Department of Law, or by subpoena legally issued and served in a case in which the City is a party to the action, either directly or as the arresting entity in a criminal action prosecuted in the name of the State of Ohio. Employees who appear at Court must have a subpoena signed by a proper Court official in order to receive the compensation, such subpoena shall be submitted along with a written request to the Chief for Court time payment.
- (B) Employees who are required to be on stand-by for Court shall be entitled to compensatory time only, at the base rate, for all hours on stand-by, with a minimum of one hour, unless the employee has accumulated one hundred forty-four (144) hours of compensatory time, at which time stand-by shall be paid in compensation at the base

rate. However, if midnight shift ends before 8:00 a.m., employees who worked the midnight shift will receive up to two hours for stand-by, so that the shift will be continuous.

(C) Employees who are required to use their personal vehicle to travel to and from Court shall receive mileage at the current IRS rate.

ARTICLE 9
SALARIES AND OTHER COMPENSATION

Section 1. Annual Base Pay.

Annual compensation will be as set forth below effective July 1, 2020 through June 30, 2023.

Rank (Classification)	Annual Compensation		
	Effective 7/1/2020 0%	Effective 7/1/2021 3.50%	Effective 7/1/2022 3.50%
Ptl. 3rd Grade (0-12 mos.)	73,836.63	76,420.91	79,095.64
Ptl. 2nd Grade (13-24 mos.)	77,790.73	80,513.41	83,331.38
Ptl. 1st Grade (25 + mos.)	81,745.98	84,607.09	87,568.34

The above scale shall not affect a patrolman's qualifications to take a promotional exam or be promoted, provided the patrolman has completed three years of service in the University Heights Police Department prior to the examination date. No pay other than base pay shall be adjusted for longevity. This scale includes proficiency pay which has been rolled into base pay.

Section 2. Adjustment for Longevity.

The annual base pay of Police employees employed by the City under this Agreement on July 1, 2011 shall be increased from and after the completion of three (3) years of continuous employment and service by the following percentages:

DURING YEAR OF EMPLOYMENT	INCREASE
4	0.5%
5	1.0
6	1.5
7	2.0
8	2.5
9-12	3.0
13-19	6.0
20 and subsequent	7.0

The annual base pay of employees hired after July 1, 2011 shall be increased at the commencement of six (6) years of continuous employment and service regardless of the position the employee holds at the time he or she commences the years of service indicated as set forth below:

<u>AT COMMENCEMENT OF YEAR</u>	<u>LONGEVITY PAY</u>
6	\$526.00
7	\$702.00
8	\$877.00
9-12	\$1,052.00
13-19	\$2,104.00
20 & subsequent	\$2,450.00

The adjustments set forth above shall be completed based on the original date of hire or appointment of the police employee and shall be applied to the first full pay period following the anniversary date of employment. No pay other than base pay shall be adjusted for longevity.

Section 3. Payroll Computation. The Director of Finance is authorized to change any amounts specified in this Agreement to the nearest number of dollars and cents evenly divisible by the number of pay periods in the Employer's fiscal year, currently twenty-six (26). In no event shall the Director of Finance make payments pursuant to this Agreement, less often than monthly, nor shall wages be withheld for longer than ten (10) days after the close of the period for which wages are payable.

Section 4. Special Assignment – Additional Compensation.

At the sole discretion of the Chief of Police, there may be established from time to time the following special assignments. Any police employee on such special assignment shall be entitled to additional annual compensation according to the following schedule:

Detective \$2,000.00

Any officer assigned to EDGE SWAT, EDGE Hostage Negotiator, EDGE Mobile Field Force, EDGE Traffic Investigator and EDGE Bomb Squad shall receive additional compensation of \$500.00.

These amounts shall be prorated during each employee's tenure in such assignment. Such assignment and tenure therein shall be for the convenience of the Department. No transfer from such assignment to another assignment not meriting additional compensation shall be deemed to be disciplinary, regardless of the circumstances. Nor shall the removal, death or termination of employment of the police employee so assigned be deemed to have created a vacancy within the ranks. After completion of assignment, special assignment pay shall be paid on a semi-annual basis every June and December.

Officers will be entitled to compensation for one designated specialty only. Any mandatory training or duties required in association with an officer's special assignment will be attempted to be scheduled to accommodate the needs of the officer.

Section 5. Educational Incentive. Any police employee who completes a course of study in law enforcement and receives the degree of Associate in Law Enforcement from a college or university accredited by the governmental entity having jurisdiction over it shall be entitled to an annual bonus of one (1) percent of base pay. Any police employee who receives the degree of Bachelor of Science in Law Enforcement, (or its equivalent, as determined by the Law Director) from such college or university shall be entitled to an annual bonus of two (2) percent of base pay. A police employee holding both an Associate and a Bachelor degree shall be entitled only to the two (2) percent bonus. Payment shall be made on or before June 15th of each calendar year to any police employee who has provided the Police Chief with evidence satisfactory to the Law Director that such degree has been obtained. The education incentive described in this section only applies to employees who have completed one or more years of employment, payable at the end of the second year.

Section 6. Deferred Compensation. Employees who wish to participate in a Deferred Compensation Plan shall execute an authorization directed to the Finance Department for payroll deduction acknowledging therein that their participation and the selection of the plan is based solely upon his or her own choice and may be terminated at will, and further acknowledging that the City of University Heights has not evaluated or approved such plan nor is the City of University Heights in control of the management, administration, accounting or investment practices and policies relating to any such plan, nor with regard to counseling any participant with regard to the interpretation of or actions pursuant to any such plan.

Section 7. Physical Fitness Incentive Pay.

All sworn personnel will have the option of participating in the physical fitness incentive pay program on an annual basis. The program shall consist of two tiers. The basic tier, "Tier #2," shall require each officer to perform the minimum score, according to the officer's age and gender, on the Ohio Peace Officer Basic Training Program Physical Fitness Requirements. (See Attachment A). A participating officer may achieve a time on the 1.5 mile run up to 10% over the listed time for his or her age to qualify.

Each officer who successfully performs the requirements will receive a total of \$1,200.00 annually. The testing for the physical fitness incentive will be given during each November. Physical Fitness Incentive payments will be in the following month of December.

Each officer will have the opportunity to take the physical fitness test, however, each officer's participation is strictly voluntary. The tests will be conducted on the employee's own time. Prior to taking the physical fitness test, it is recommended that each officer receive medical clearance from his/her own personal physician. Each officer will have the option to take one additional retest if he/she fails the first test. If a member elects a retest he/she must successfully complete all the testing categories again.

Section 8. Officer In Charge Pay. Any Patrol Officer appointed by the Chief as "Corporal" is eligible for Officer in Charge (OIC) pay. Any Corporal so designated during a shift and who

actually performs the work shall receive the Sergeant's rate of pay for all hours so designated and worked as OIC. Corporals that work overtime hours performing Corporal duties will be permitted to convert those overtime hours to compensatory time. For every 4 hours of Corporal overtime worked 7 hours of Corporal straight time will be granted.

Section 9. Field Officer Training Pay. Any employee who is assigned by the Chief of Police as a field training officer to train an employee will receive one (1) hour of overtime for actually training an employee for 8-hours in a shift or one and one-half (1½) hours of overtime for actually training an employee for anything over 8-hours in an entire shift.

ARTICLE 10 **HOLIDAYS**

Section 1. Each police employee shall be entitled to twelve (12) paid holidays (96 hours) per calendar year as approved by the Chief of Police. No police employee shall be entitled to time off on a state or federal designated holiday unless regularly scheduled to be off or is requested and approved by the Police Chief, providing the request is submitted no later than forty-eight (48) hours before the commencement of the holiday, (except in cases of emergency as determined by the Chief of Police or his designee). Once scheduled off or once approved off by the Police Chief, the employee's holiday off day cannot be cancelled except in cases of an emergency.

Section 2. When a police employee works on a state or federal designated holiday, he shall not receive additional compensation for such holiday work, except for July Fourth, Thanksgiving, and Christmas Day. Employees who are scheduled to work on July Fourth, Thanksgiving, and Christmas Day shall receive time and one-half pay. Employees who are mandated to work on July Fourth, Thanksgiving, and Christmas Day shall receive double time. Regardless of such additional compensation, employees who work on July Fourth, Thanksgiving, and Christmas will still be entitled to the twelve (12) paid holidays referred to in Section 1. Any employee who works in an overtime status (more than the full shift hours or on scheduled time off) will receive holiday pay as stated above.

ARTICLE 11 **VACATIONS**

Section 1. Eligibility.

- (A) 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.
- (B) Each employee who has completed less than one year of continuous employment shall receive one (1) workday off for each month worked but not more than five (5) workdays, with pay.
- (C) 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 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 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)

Section 2. For purposes of this Article, length of service shall be determined by the date of hire or date of appointment or election and qualification for office of each employee.

Section 3. Vacations shall be picked on a shift-wide basis and include Dispatchers, Patrol Officers, Sergeants and Lieutenants, and shall be based upon relative departmental seniority. Vacations must be approved by the Police Chief or his designee. If a holiday is added to five vacation days to allow an employee time off between days off, said holiday will be treated as if it were a vacation day for purposes of scheduling.

Vacation leave shall not be cumulative and no period during which an employee was suspended or was on leave of absence shall be computed in determining either an employee's right to a vacation or the duration of such vacation.

Every employee shall be required to take a vacation with pay for a period determined in accordance with Section 1 of Article 11, and no additional or extra compensation shall be paid to an officer or employee who does not take a vacation. In special and unusual cases, where limitation of the annual vacation leave to any one calendar year would work particular hardship, such leave may, in the discretion of the Mayor, be paid in cash in lieu of time off.

Section 4. Vacation Language Transition.

In order to facilitate a switch in when vacation is accrued for bargaining unit employees, the following shall apply for vacation earned or accrued in the year 2021 only:

(A) Any bargaining unit member who would receive an extra forty (40) hours of vacation time due to the change in the vacation accrual schedule contained in this Agreement shall have that vacation time credited to their 2021 vacation time balance upon execution of this Agreement;

(B) Prior to December 31st of 2021, each bargaining unit member will be permitted to cash out or carry over into 2022 any vacation time he or she will receive upon execution of this Agreement. The bargaining unit member receiving additional vacation cannot utilize or schedule that additional vacation in 2021.

ARTICLE 12 HOSPITALIZATION

Section 1. Hospital and Surgical Insurance. Each employee shall be entitled to coverage under a group policy of health insurance to be carried by the City. In addition, the City will provide a group policy of dental coverage. The City and the employees shall pay the premium costs associated with the health and dental insurance as set forth in this Article whether individual or family plan. Employees will be required to participate in the dental program as required by the underwriter.

Section 2. The City will offer the current “Metro Plan” and MMO (\$500 Plan) of the Cuyahoga County Regionalization Plan (CCRP) design as the two plans for the term of this Agreement so long as the two plans remain in effect. Any plan selected or offered by the City shall begin on January 1st of each year and shall end on December 31st.

An agreement has been reached allowing the employee, at their option, to elect not to participate in the City-offered health care plan for a minimum of two years and to be compensated \$500.00 per month for family and \$250.00 per month for single for such election. Provided, however, employees are eligible at any time as a result of a spouse's loss of coverage to enroll in the City's plan. Further, employees may opt to enroll back into the plan during the normal open enrollment period after the two year minimum is fulfilled or unless loss of coverage is substantiated. Employees who opt out of City health insurance must provide proof of coverage from a spouse's/another plan in order to be eligible for the opt-out.

Section 3. Life Insurance. The City shall provide a term life insurance policy, with a face value of \$50,000 for the term of this Agreement.

Section 4. Employee Health and Dental Insurance Premium Payment:

Employees will contribute a percentage of the combined cost of health and dental insurance premiums for the coverage selected up to the following maximum amounts during the life of this Agreement as set forth below:

Effective Date	Monthly Premium Payment
January 1, 2020 until termination of this agreement	13% of the combined monthly dental and group health premiums.

The employee premium contributions set forth in this Section will be by payroll deduction in equal amounts from the first two monthly pay periods.

Section 5 – HSA/High Deductible Option. The City reserves the right to implement a high deductible Health Savings Account (HSA) plan during the term of this Agreement. The Employer will fund the HSA either \$600.00 annually/single or \$1,600/annually family for the HSA. Employees who select such HSA are subject to its terms.

Section 6. Health Insurance Committee.

The City will convene a Health Insurance Coverage Advisory Committee ("Committee") for the purpose of reviewing the City's current health insurance coverage and considering options available for City employees in the future. The Committee's goal is to identify and recommend health insurance coverage available to the City that is both cost-effective for the City and its employees and provides benefits that best meet the employees' health insurance needs. The Committee may consider specific factors including, but not limited to, premium costs, benefits, co-payments, deductibles, out-of-pocket costs, wellness initiatives, insurer networks and co-insurance to achieve its goal. As part of its review and recommendations, the Committee may also consider options for group dental coverage, vision coverage and/or alternatives to the City's current group health insurance coverage.

Committee members will include the Finance Director, who will chair the Committee, up to two (2) employees from each of the City's collective bargaining units, up to two (2) employees from the City's unrepresented employees and up to two (2) City directors. The Mayor may attend Committee meetings at his or her discretion. The Finance Director will establish meeting times and dates and set meeting agendas with the input of Committee members. Committee meetings may include presentations from health insurance consultants and/or insurer representatives to gather information and/or facilitate its discussions.

The Committee will meet no fewer than one hundred and twenty (120) days prior to the City's annual health insurance renewal date and as frequently thereafter as determined by the Finance Director in consultation with Committee members. No fewer than 30 days prior to the City's renewal date, the Committee will present its recommendations to the Mayor. The Mayor will consider the Committee recommendations when making a recommendation to City Council on legislation for health insurance coverage. Notwithstanding the Committee's recommendations, the City retains final authority on determining employee health insurance benefits in accordance with the express provisions of this Agreement and as otherwise required by law.

ARTICLE 13
LEAVES OF ABSENCE

Section 1. Sick Leave.

(A) Computation of Sick Leave.

Each employee of the City of University Heights shall be entitled to and accrue, for each completed 80 hours of work, excluding overtime hours, to sick leave of 4.6 hours with pay.

(B) Authorized use of Sick Leave.

Employees may use sick leave, upon approval of the Chief, for absence due to personal illness, maternity leave, paternity leave, pregnancy, injury, exposure to contagious disease which could be communicated to other employees and to illness or injury in the employee's immediate family. For purposes of this Section, "immediate family" shall include the employee's spouse, children, parents, brothers and sisters, parents-in-law, son or daughter-in-law, grandparents and parent of employee's children.

(C) Sick Leave Accumulation.

Unused sick leave shall be cumulative without limit. No accumulation credit shall be given to any employee hired by the City of University Heights who has previously accumulated sick leave due from another public agency. An employee of the City of University Heights who leaves the employment of the Employer and is rehired within ten (10) years from the original date of termination shall be entitled to such sick leave as had been accumulated to the time of the original termination of employment, providing he has not already been paid for such accumulated sick leave.

(D) Justification of Sick Leave.

The Police Chief of the department in which the employee works may require an employee to furnish a satisfactory written, signed statement to justify the use of sick leave. If medical attention is required, a certificate from a licensed physician stating the nature of the illness shall be required to justify the use of sick leave. At the discretion of the Police Chief, a certificate from a licensed physician may be required in advance of granting sick leave. Falsification of either a written, signed statement by the employee or a physician's certificate shall be grounds for disciplinary action, including dismissal.

(E) Sick Leave Cash Out

(1) Cash Payment on Retirement.

At the time of retirement from active service with the City of University Heights, providing that the employee has completed ten (10) or more years of service, the employee may elect, by filing written notice to the municipality within thirty (30) days prior to the effective date of retirement to be paid in cash at a rate of twenty-five (25) percent of the first 2,000 hours of his/her accrued but unused sick leave balance, and the remainder of the unused sick leave balance to be paid at forty (40) percent. Such payment shall be based upon the employee's base pay at the time of retirement (excluding longevity and special assignment pay) divided by 2,080 hours. Such payment shall eliminate all sick leave credit accrued by the employee at that time. Such payment shall be made only once to any employee.

(2) Cash Payment on Termination of Employment.

At the time of termination of employment from the City, providing that the employee has completed ten (10) or more years of service, the employee may elect, by filing written notice to the municipality within thirty (30) days prior to the effective date of termination, to be paid in cash for accrued but unused sick leave credit, not to exceed 2,000 hours. Entitlement will be based on years of service over ten (10) completed years calculated at 1% per year. (Example: Ten (10) completed years equals 10% of unused sick leave credit and fifteen (15) completed years equals 15% of unused sick leave credit.) Such payment shall be based upon the employee's base pay at the time of termination (excluding longevity and assignment pay) divided by 2,080 hours. Such payment shall eliminate all sick leave credit accrued by the employee at that time. Such payment shall be made only once to any employee.

(3) Cash Payment on Death of Employee.

All accumulated sick leave of employees who die for any reason shall be paid at the ratio noted above to the employee's estate.

(F) Sick Leave Incentive Bonus.

During the twelve (12) month period ending December 31, employees will receive a sick leave incentive bonus as follows, (paid in cash, unless by the end of the first week in January, notification is given to the Director of Finance to take time off in hours):

Sick Leave Used	Time Off Permitted	Pay
0-8 hours	24 hours	24 hours
Greater than 8-16 hours	16 hours	16 hours
Greater than 16-24 hours	8 hours	8 hours
Greater than 24 hours	0	0

If, during the duration of this Agreement, the Employer utilizes a twelve (12) hour shift schedule, Sick leave incentive bonuses shall instead follow the below table:

Sick Leave Used	Time Off Permitted	Pay
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0-12 hours	36 hours	36 hours
Greater than 12-24 hours	24 hours	24 hours
Greater than 24-36 hours	12 hours	12 hours
Greater than 36 hours	0	0

Should the City switch back to eight (8) hour shifts, it reserves the right to switch back to the sick leave bonus designed in this Section for those eight hour days.

All payments under this section shall be made by the Director of Finance by the second pay period in January of the following year.

(G) High Risk Injuries.

- (1) Whenever a full-time sworn police employee during the lawful performance of assigned duties as a direct result of a "high risk" situation or circumstance suffers injuries causing total disability for more than three (3) full work days, "high risk" sick leave may be granted in lieu of regular sick leave beginning with the fourth workday taken for sick leave during such total disability, not to exceed ninety (90) calendar days. If, at the end of such ninety (90) day period, the employee is still totally disabled and unable to report for work, the "high risk" leave may, at the City's sole discretion, be extended for additional ninety (90) calendar day periods. "High risk" sick leave shall not be deducted from the employee's accumulated sick leave account. The three (3) days of regular sick leave, taken prior to receiving "high risk" sick leave, shall not count against an employee for purposes of calculating "sick leave used" under the Sick Leave Incentive Bonus Provision.
- (2) "Total disability" shall mean the physical inability of an employee to perform regularly assigned duties and/or light duty assignment at the station and/or otherwise engage in any other gainful employment.
- (3) In order to qualify for "high risk" sick leave, the following criteria shall be certified by the Chief of the Division and approved by the Safety Director and the Mayor:
 - (a) The injuries are the direct result of:
 - (i) An accident occurring when lights and sirens are being used pursuant to Division rules and regulations;
 - (ii) An automobile accident occurring during the course of a high-speed chase;
 - (iii) A fight, effecting an arrest of controlling a domestic violence situation, or during a SWAT team call-out for any critical incident;
 - (iv) The use of a firearm, knife, chemical agent, impact weapon, or other dangerous weapon;
 - (v) An injury which occurs while on the street as a result of directing traffic or investigating a traffic violation or traffic accident;
 - (vi) An injury which occurs during high-risk training; or
 - (vii) Any injury that occurs while responding to an emergency call or during a pursuit while on a Police Bicycle.

- (b) The event herein described must be duly logged and a written report submitted to the Chiefs office during the shift in which it occurs.
 - (c) Medical evidence has been provided within a reasonable period of time (no more than fourteen (14) days) from the employee's treating physician and/or the City physician, establishing the cause, nature, and extent of the injuries, the likelihood of the term of disability, and the medical probability of full recovery and eventual return to work.
 - (d) The employee shall have applied for and have been found eligible to receive coverage under Workers Compensation of Ohio and the employee signs a waiver and assignment to the Employer for amounts payable under such Workers Compensation for temporary disability benefits, and for any other Employer paid insurance benefits.
- (4) Any vacation time, holidays or personal days which would have been scheduled during such disability shall be rescheduled within three (3) months following such employee's return to duty.

(H) Sick Leave Transfer: Upon being hired, new employees to the bargaining unit may transfer up to two-hundred forty (240) hours of sick leave if s/he previously worked for another eligible public agency under ORC 124.38. This Section (H) shall only be in effect until the expiration of this Agreement unless mutually extended in writing by the parties.

Section 2. Funeral Leave. Any police employee experiencing a death in the immediate family, which shall be construed to mean the spouse, child, parent, sibling, or immediate grandparent of the police employee or the parent, sibling, immediate grandparent of the spouse of the police employee, shall be entitled, with prior permission of his immediate supervisor, to three (3) days paid leave of absence from and after the time of death. Such leave may be optimized by scheduling around regular days off. In the event the deceased is the police employee's parent, spouse, or child, the leave may be extended by two days' unpaid leave of absence. The unpaid leave may be covered for pay by use of the employee's vacation, holiday, or accumulated time-owed. Otherwise such funeral leave shall not be considered the use of sick leave.

Section 3. Military Leave. Employees shall be granted leaves of absence for military duty in accordance with federal and state law.

Section 4. Jury Duty. An employee, while serving upon a jury in any court of record, shall be paid at his regular salary rate for each of his work days during the period of time so served providing, that the jury duty fees, paid to the employee by the court, shall be returned to the Employer.

Section 5. Unpaid Personal Leave. Leaves of absence for good reasons without pay or other fringe benefits may be granted at the sole discretion of the Police Chief and the Mayor. Employees shall accrue seniority for such leave up to six months.

Section 6. Maternity Leave. An employee who becomes pregnant shall, upon request to the Chief, be granted leave to absent herself from work for maternity purposes. The date of departure and date of return to work shall be selected by the employee with the proper medical documentation and she shall notify the Chief of these dates as far in advance as practicable. The employee shall utilize any and all other accrued sick leave for maternity purposes. If agreed upon by the employee, the employee shall utilize any and all other accrued vacation leave for maternity purposes. After accrued sick leaves (and vacation leave, if applicable) are exhausted, the employee shall be placed on maternity leave of absence without pay, but retaining hospitalization benefits. The total leave for maternity purposes, where hospitalization benefits are maintained, shall not exceed twelve (12) weeks. Additional leave time, without hospitalization benefits, of one (1) month after the twelve (12) week period may be granted upon submission of documented medical proof of need to the Chief. If an employee returns to work from such leave, she will be reimbursed for such hospitalization, less administrative costs, if any.

Section 7. Golden Days.

Effective January 1, 2018, employees will be allowed to take three (3) Golden Days per calendar year which such time being deducted from the that employee's sick leave balance.

Unless otherwise approved by the Chief of Police or his designee, Golden Days shall be subject to the following restrictions:

- (A) Requests for Golden Days must be submitted at least forty-eight (48) hours prior to the scheduled Golden Day, and if the request creates a shift shortage, it will be considered an "ordered fill";
- (B) Only one employee per shift may utilize a Golden Day;
- (C) Golden Days cannot be used on federal holidays or on any calendar day before or after a federal holiday. (i.e. Golden days cannot be utilized on July 3rd, July 4th, or July 5th).

In the event use of a Golden Day results in the payment of overtime to another employee, the employee who takes the Golden Day shall have the commensurate number of sick leave hours at an overtime rate (total sick leave hours plus half of the total) deducted from the employee's sick leave balance. Golden Days not taken during the calendar year do not carry over to the following calendar year. Golden Days taken by an employee shall not be counted as an unexcused absence and do not affect any sick leave incentive entitlements.

ARTICLE 14
CLOTHING AND UNIFORM MAINTENANCE ALLOWANCE

Section 1. Each police employee in the uniformed division shall receive, in addition to all other forms of compensation and expense reimbursement, one thousand and eight hundred dollars (\$1,800.00) gross cash allowance per year for the purchase of regularly prescribed uniform and equipment approved by the Chief of Police, or his designee, for use in the performance of his/her official duties.

The cash allowance for the purchase and maintenance of prescribed uniforms shall be paid in two equal gross payments of nine hundred dollars (\$900.00) by June 25 and December 25 of each year. No police employee shall be eligible for such allowance until completing six (6) months of active duty. Further, the City will purchase a dress uniform (blazer/jacket) for any new employee who successfully completes the probationary period. A police employee whose employment is terminated, for whatever cause, shall receive a pro rata share of his uniform maintenance allowance. Computation of the pro rata share shall be by a fraction in which the numerator is the number of days between January 1 or July 1, and the date of termination, whichever is applicable, and the denominator is 180.

Changes in uniform requirements which are mandated by the Police Chief will be paid for by the City. Further, the City will purchase dress uniforms for employees who are promoted to Sergeant or Lieutenant if a new uniform is required.

Employees shall be permitted to purchase uniforms from any vendor, provided that all uniforms meet specifications set forth by the Chief of Police and provided that purchasing of such uniforms is done on the employee's own time or on time approved by the Chief of Police, his designee, or the Officer in Charge (OIC).

Section 2. Employees assigned to the Detective Bureau of the Division of Police and wearing civilian clothing in the normal course of their duties shall be entitled to receive the equivalent amount as uniformed Division employees each June and December to be charged against the regular annual clothing allowance. Upon the return of an employee from a non-uniformed unit to a uniformed unit, the City will advance the employee two (2) years of clothing allowance and will provide the employee with one (1) dress blouse.

Section 3. An initial appointee to the Police Department shall be entitled to use up to One Thousand Eight Hundred Dollars (\$1,800.00) for complete outfitting of the new employee but shall be subject to Section 1, thereafter.

Section 4. The City will pay the difference between the amount of a body armor vest and the amount of any grant received for protective vests.

ARTICLE 15 **SENIORITY**

Section 1. Seniority for a regular full-time employee shall be that employee's length of continuous service with the Employer. For the purpose of calculating length of service, the date of an employee's service shall be counted from his most recent date of hire. An employee shall have no seniority during his probationary period, but upon completion of the probationary period, seniority shall be retroactive to the date of hire.

Section 2. Seniority shall be broken when an employee:

- (A) Quits or resigns;
- (B) Is discharged;
- (C) Is laid off more than three (3) years;
- (D) Is absent without notice for three (3) consecutive work days;
- (E) Fails to report for work when recalled from layoff within three (3) work days from the date on which the Employer sends or delivers the employee notice (to such employee's last known address as shown on the Employer's records).

Section 3. Probationary Period.

- (A) All new employees shall be considered to be on probation for a period of one year from the date of completion of their state-mandated training and certification as a Patrol Officer, or the date of employment if the employee has already been certified as a police officer. The retention of a probationary employee shall be at the discretion of the appointing authority and the Police Chief. An employee may be discharged for any reason during the probationary period and such discharge shall not be subject to the grievance procedure.
- (B) If an employee is discharged or quits while on probation and is later rehired, he shall be considered a new employee and subject to the above probationary provisions.

Section 4. Layoffs. When, in the judgment of the Employer, a reduction in force is necessary, the Employer shall determine the number of employees to be laid off from each of the job classification(s) (ranks) and the employees shall be laid off from such classification(s) in order of least departmental seniority (total time working for the University Heights Police Department), providing the employees retained can fully perform all the duties and responsibilities of the classification. Such affected employee will be allowed "bumping rights" in accordance with their seniority.

ARTICLE 16 **GRIEVANCE PROCEDURE**

Section 1. It is mutually understood that the prompt presentation, adjustment and/or answering of grievances is desirable in the interest of sound relations between the employees and the Employer.

Section 2. A grievance is a dispute or difference between the Employer and the Union, or between the Employer and an employee, concerning the interpretation and/or application of and/or compliance with any provision of this Agreement including all disciplinary action. A grievance may be initiated at the step in which the grievance originated. When any such grievance arises, the following procedure shall be observed:

Step 1: The employee and the employee's immediate supervisor shall meet to attempt to work out the grievance on an informal basis.

Step 2: If the grievance is not resolved under the informal method set forth in Step 1, a written grievance must be filed with the immediate supervisor within seven (7) calendar days of the alleged violation of this Agreement. Within seven (7) calendar days after the filing of the grievance, a meeting will be held among the appropriate management representative, the aggrieved employee(s), and if the employee(s) so elect(s), a representative of the Union. Within seven (7) calendar days of this meeting, the management representative shall issue a written answer to the grievance.

Step 3: If the grievance is not satisfactorily settled in Step 2, the employee and/or the Union may appeal the Step 2 answer to the Chief of Police or his designated representative within seven (7) calendar days after receipt of the Step 2 response. Such appeal shall be in writing and include a copy of the original grievance. The Chief of Police or his designated representative shall schedule a grievance meeting with the employee(s) and if the employee(s) so elect(s), a representative of the Union, within seven (7) calendar days after receipt of the appeal and shall issue a written decision to the aggrieved member within seven (7) calendar days after the end of the meeting.

Step 4: If the grievance is not satisfactorily settled in Step 3, the aggrieved member and/or the Union may file an appeal with the Mayor of the City or the Mayor's designated representative within seven (7) calendar days after the receipt of the Step 3 decision. Such appeal shall be in writing and shall include a copy of the original grievance. The Mayor or his designated representative shall reply in writing within ten (10) calendar days thereafter.

Section 3. Arbitration Procedure:

- (A) In the event a grievance is unresolved after being processed through all steps of the Grievance Procedure, unless mutually waived, then within fourteen (14) days after receiving the Step 4 decision, the Union may submit the grievance to arbitration by sending a notice of intent to arbitrate to the Mayor or his designated representative. Within fourteen (14) calendar days after receiving the notice of intent to arbitrate, the City and the Union will confer to attempt to mutually select an arbitrator. In the event of a failure to mutually agree upon an arbitrator, the City and the Union will request a list of seven (7) names of arbitrators from the Federal Mediation and Conciliation Service (FMCS). Each party shall have the option to completely reject the list one (1) time at that parties' expense. Within fourteen (14) calendar days after the day of receipt of the list of arbitrators from FMCS, the City and the F.O.P./O.L.C. will alternately strike names from the list until the name of one (1) arbitrator remains. The party to strike first shall be determined by a flip of a coin: and in each succeeding arbitration, the City and the Union then will alternate being the first party to strike a name. The City and the F.O.P./O.L.C. will notify FMCS of the arbitrator whose name is not struck and who will serve as arbitrator for the grievance/
- (B) The arbitrator shall have no power or authority to add to, subtract from, or in any manner, alter the specific terms of this Agreement or to make any award requiring the

commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.

- (C) The hearing or hearings shall be conducted pursuant to the guidelines outlined by FMCS, the State Employment Relations Board (SERB), and/or any applicable laws.
- (D) The fees and expenses of the arbitrator and the cost of the hearing room, if any, will be borne equally by the parties. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.
- (E) An employee requested to appear at the arbitration hearing by either party shall attend without the necessity of subpoena and shall be compensated at his regularly hourly base rate for all hours during which his attendance is required by either party.
- (F) The decision of the arbitrator shall be final and binding upon the City, the Union, and the grievant(s)

Section 4. Time Limitations.

- (A) To be considered valid, a grievance must be filed in writing within fourteen (14) calendar days after the employee or employees become aware or when the employee or employees, exercising reasonable diligence, should have become aware of the facts and circumstances giving rise to the grievance. A grievance that is filed untimely or not timely appealed to the next step in the process set forth above shall be considered void.
- (B) Where a grievance is originally timely filed and the Employer fails to answer it in a timely manner, then the grievance shall automatically proceed to the next step of the Grievance Procedure.
- (C) Once a grievance is originally timely filed, the parties may, by agreement, extend the time in which to answer it or appeal the answer to the next step.

Section 5. The grievance procedure set forth in this Article shall be the sole and exclusive method for resolving matters which constitute grievances under this Agreement. Any decisions, results, or settlements reached under the terms of this Grievance Procedure shall be final, conclusive and binding on the Employer, the Union and the employees.

ARTICLE 17 **NO STRIKE/NO LOCKOUT**

Section 1. The Union shall not, directly or indirectly, call, sanction, encourage, finance, and/or assist in any way, nor shall any employee instigate or participate, directly or indirectly, in any strike, slowdown, job action, walk-out, concerted "sick" leave, work stoppage, sympathy strikes, picketing, or interference of any kind at any operations of the Employer. Furthermore, all lawful orders of superior officers shall, at all times, be followed and immediately complied with.

Section 2. Any employee who violates Section 1 of this Article may, at the discretion of the Employer, be subject to discharge (selective or otherwise) or other disciplinary action by the Employer.

Section 3. The Union shall, at all times, cooperate with the Employer in continuing operations in a normal manner and shall actively discourage and endeavor to prevent or terminate any violation of Section 1 of this Article. In the event any violation of Section 1 of this Article occurs, the Union shall immediately notify all employees that the strike, job action, concerted sick leave, slowdown, picketing, work stoppage, or other interference at any operations of the Employer is prohibited and is not in any way sanctioned, or approved, by the Union. Furthermore, the Union shall also immediately advise all employees to return to work at once.

ARTICLE 18 **MISCELLANEOUS**

Section 1. Reimbursement of Training Expenses. If an employee voluntarily terminates his employment with the City within one (1) year from initial date of employment, the employee will reimburse the Employer for the cost to the Employer of all basic and special training, educational courses of study, seminars and any other related special educational programs, as well as related costs, including travel expenses, provided to the employee at the expense of the Employer.

Section 2. Special Pay to Employees who Retire and have Completed 25 Years of Service. Any employee who has completed twenty-five (25) years of service by December 31 of any current calendar year and who otherwise qualified for a vacation under Article 11 of this Agreement and who remains a full-time employee through June 30 of the next calendar year, shall be entitled to two (2) weeks vacation compensation equal to eighty (80) hours computed by dividing their base annual wage by 2080 hours. In addition, such employee shall be entitled to receive compensation for five (5) holidays, equal to forty (40) hours computed by dividing their base annual wage by 2080 hours. The foregoing total of 120 hours of compensation shall be reduced by any vacation and holiday time taken to the extent such was earned during the current calendar year through June 30. There shall be no prorations.

Section 3. Except where an employee is found by a Court to have acted in a willful, wanton or malicious manner, the Employer shall indemnify and hold harmless all employees covered by the terms of this Agreement from any liability arising from or because of any claim or suit brought against such employee arising from or because of any action on or inaction by such employee in the scope of employment.

Section 4. The Union will be allowed one (1) locked bulletin board for official Union or FOPOPBA notices. One bulletin board will be located in the roll call room. The Union or its designee(s) will be the sole holders of the keys to the board.

Section 5. An employee has the right to the presence and advice of a Union representative at all disciplinary interrogation.

Section 6. An employee who is to be questioned as a suspect in any investigation of any criminal charge against him shall be advised of his constitutional rights before any questioning starts.

Section 7. Pay checks shall be issued every other Thursday. An employee off duty for two weeks or more may have his check mailed to his home upon request.

Section 8. Pension Pick-up. The City shall continue a pension "pick up" plan. Specifically, the members' gross salary shall be reduced by the full amount of said contribution. The members' contributions which are "picked up" by the City shall be treated in the same manner as contributions made by members prior to the commencement of the "pick up" program and will, therefore, be included in "compensation" for the purposes of the Police and Fire Disability and Pension Fund benefit calculations, and for the purposes of the parties in fixing salaries and compensation of members as set forth in this contract. The City's contribution to the Police and Fire Disability Pension Fund will be calculated on the full salary of members before the "pick up" is deducted from gross salary. In the event this plan does not receive IRS approval, this section shall be null and void.

Section 9. Labor Management Committee. There shall be a Labor-Management Committee consisting of not more than two (2) Union representatives and not more than two (2) Employer representatives. The Committee may meet on the request of either party, to discuss matters of mutual concern, excluding negotiated issues and grievances. The Committee may make recommendations to the Employer and the Union, but such recommendations shall be advisory only.

Section 10. An employee who completes 25 years or more of service, and takes a normal retirement, shall receive a plaque containing his badge and duty weapon.

Section 11. An employee shall not be held financially responsible if City property or equipment is damaged, lost or stolen unless the employee acted negligently as determined by the Chief of Police or his designee.

Section 12. The City shall continue to pay for gas, parking and meal expenses incurred during voluntary and mandatory training which occurs outside Cuyahoga County, upon the submission of receipts, for all members in the bargaining units. Where the City has provided permission for an employee to use his personal vehicle for City business, the employee shall be reimbursed mileage at the current IRS rate for such use.

Section 13. Prior to the City's implementation of a decision to change a classification or create a new classification, the City shall consult with the Union.

Section 14. Any employee who attends an accredited college and who receives a grade of "C" or better in police related course(s) in pursuit of an associates or bachelors degree shall be eligible to receive full tuition reimbursement, provided that the employee receives permission from the Chief of Police to take the course(s). If such election is made by the employee, he or she waives the right to be compensated under Article 9, Section 5 pertaining to Educational Incentive.

ARTICLE 19
DISCIPLINE

Section 1. A non-probationary employee who is suspended, demoted or discharged shall be given written notice regarding the reason(s) for the disciplinary action within a reasonable time after the Employer has knowledge of the conduct for which an employee is being disciplined. In the case of suspension or discharge, the employee shall be advised of the right to confer with a representative of the Union.

Section 2. Disciplinary action taken by the Employer shall only be for just cause. Generally, the City agrees to follow a system of progressive discipline. However, the City may consider the severity and type of offense when determining the appropriate level of discipline.

Section 3. Any disciplinary action against a non-probationary employee shall be processed in accordance with the dispute resolution procedure in Article 16 of this Agreement beginning at the level where the disciplinary action was meted out to the employee.

ARTICLE 20
GENDER AND PLURAL

Section 1. Whenever the context so requires, the use of the words herein in the singular shall be construed to include the plural, and words in the plural, the singular, and words whether in the masculine, feminine or neuter genders shall be construed to include all of said genders. By the use of either the masculine or feminine genders, it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

ARTICLE 21
HEADINGS

Section 1. It is understood and agreed that the use of headings before Articles is for convenience only and that no heading shall be used in the interpretation of said article nor effect any interpretation of any such article.

ARTICLE 22
LEGALITY

This Agreement shall be subject to and subordinated to any present and future federal and state laws. Further, it is the intent of the Employer and the Union that this Agreement complies in every respect with the applicable legal statutes and charter requirements. If it is determined that any provision of this Agreement is in conflict with law, that provision shall be null and void and shall not affect the validity of the remaining paragraphs of this Agreement.

ARTICLE 23
DISPUTE RESOLUTION

The City and the Union hereby agree that the terms of this Agreement shall govern the method by which the next collective bargaining agreement between the parties is reached. The parties acknowledge that the purpose of this procedure is to provide a means for harmonious and cooperative relationships between the City and the employees and to protect the public and the welfare of the City by assuring the orderly and uninterrupted operation of the City's safety forces. The parties acknowledge the role of the Union in representing the legitimate needs of the members of the bargaining unit concerning their wages, hours and terms and conditions of employment, and the need of the City to maintain effective and efficient operation of the City government within the confines of its financial resources. Therefore, it is agreed as follows:

Section 1. If either party wishes to terminate or modify this Agreement, it shall so notify the other party in writing not later than sixty (60) days prior to the expiration date of this Agreement. Notification from the Union shall be served upon the Mayor. Notification from the City shall be served upon the Staff Representative assigned to the bargaining unit by the FOP/OLC. The party seeking such termination or modification shall also serve a copy of the notice to the other party upon the State Employment Relations Board (SERB), together with a copy of the existing collective bargaining agreement. As soon as possible after the receipt of such notice, representatives of the parties shall meet to negotiate a new collective bargaining agreement.

Section 2. The parties agree to follow all laws, rules and regulations outlined in ORC 4117 as it relates to negotiations of any successor agreement, fact-finding hearing(s), and/or conciliation hearing(s).

Section 3. The parties agree that this Agreement's expiration date shall not prohibit the Union from receiving any retroactive wage increases from a conciliator pursuant to Section 4117.14(G)(11) O.R.C.

ARTICLE 24
CITIZEN'S COMPLAINTS

Section 1. Complaints by civilians against a bargaining unit member shall be in writing and signed by the complainant. In the event a civilian complainant cannot or will not execute a written

complaint, the City representative to whom the complaint is made will reduce it to writing, including the complainant's name, identifying information, and the date the complaint was made; and verify the information received with his or her signature. The City will furnish a copy of the complaint to the employee against whom the complaint has been filed and to the Union at least three (3) calendar days after an investigation is initiated and in no case fewer than seventy-two (72) hours prior to an investigatory meeting at which an employee will be asked to respond to the complaint.

Section 2. All complaints filed in conformance with Section 1 will be investigated in a fair and impartial manner pursuant to Department policy. The employee against whom a complaint has been filed, and/or other employees who may face disciplinary action as a result of the complaint, are entitled, upon request, to Union representation during any investigatory interviews.

Section 3. All complaints that are determined to be unfounded shall not be included in any personnel file of the affected employee and may not be used in any subsequent disciplinary procedure. Anonymous materials shall not be placed in an employee's personnel files unless an investigation determines the complaint is "sustained." All items in an employee's file with regard to complaints and investigations will be clearly marked with respect to final disposition.

ARTICLE 25
DURATION

This Agreement represents an understanding between the Employer and the Union, and it shall be effective from July 1st, 2020 until June 30th, 2023. If such notice is given, negotiations shall be promptly commenced and this Agreement shall remain in full force and effect until a new Agreement is reached.

IN WITNESS WHEREOF, the parties have hereunto agreed to the following Collective Bargaining Agreement this ___ day of _____, 2021:

FOR THE CITY OF UNIVERSITY
HEIGHTS

FOR THE FRATERNAL ORDER OF
POLICE, OHIO LABOR COUNCIL.

JOEL D. GLASSER

JOSH STANTON

GREG LUEDERS

CHRIS RUSSO

ATTACHMENT A

Sit-ups (1 min) Push-ups (1 min) 1.5 Mile Run	Males (<-29) 40 33 11:58	Females (<-29) 35 18 14:15
Sit-Ups (1 Min) Push-ups (1 min) 1.5 Mile Run	Males (30-39) 36 27 12:25	Females (30-39) 27 14 15:14
Sit-Ups (1 Min) Push-ups (1 min) 1.5 Mile Run	Males (40-49) 31 21 13:05	Females (40-49) 22 11 16:13
Sit-Ups (1 Min) Push-ups (1 min) 1.5 Mile Run	Males (50-59) 26 15 14:33	Females (50-59) 17 13* 18:05
Sit-Ups (1 Min) Push-ups (1 Min) 1.5 Mile Rune	Males (60+) 20 15 16:19	Females (60+) 8 8* 20:08



UNIVERSITY HEIGHTS FIRE DEPARTMENT

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

Phone: 216.321.1939
Fax: 216.932.8584

Memorandum

TO: MICHAEL DYLAN BRENNAN, MAYOR/SAFETY DIRECTOR
CITY COUNCIL MEMBERS
FROM: ROBERT PERKO, CHIEF OF FIRE
SUBJECT: REGIONAL FIREFIGHTER/PARAMEDIC EXAMINATION
DATE: DECEMBER 15, 2021
CC: KELLY THOMAS, CLERK OF COUNCIL

This memo serves to further explain the proposed Ordinance 2021-52.

Ordinance 2021-52 Authorizing the Chairperson of the Civil Service Commission to Enter into a Joint Firefighter/Paramedic Entrance Exam Participation Agreement, and Declaring an Emergency.

Background:

Historically, the Civil Service Firefighter/Paramedic Examination in University Heights was highly competitive. So much so, that the Commission set forth a maximum capacity of 100 applicants. It was normal to see applicants parked and lining up at City Hall hours before the doors opened on the first day of applications. This was also the testing environment of many other municipalities in the region as well as the greater fire service across the country.

As testing continued into the 2010-decade recruitment challenges started to present themselves. As we approach 2022, public safety recruitment is seeing unprecedented challenges. There are a number of reasons that may be contributing to this factor. First, public safety is not for everyone. While competitive wages, fringe benefits, and flexible time off may seem intriguing, it takes a special individual to be willing to risk their lives. A career in public safety such as a Firefighter/Paramedic can be extremely rewarding but it comes along with quite the silver lining. Many Firefighters today are being challenged with burnout, mental health challenges, medical health challenges, drug and alcohol dependencies and marital challenges all related to the job.

The rigorous training and certification process is presenting a smaller candidate pool. The Fire Service has become so specialized in its unique ability to respond to all hazard types and community needs, that training has become a career-long process. The requirements and specialized training are never ending and with that comes hundreds of continued education requirements annually.

Public Safety professionals, such as Firefighters are also seeing record retirement numbers. Many of the physical, mental, and emotional challenges related to the job over a 25-35-year career are causing members to consider retirement sooner. The COVID-19 pandemic accelerated this process for many departments.



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Perception vs. reality. Young individuals excited to enter the public safety workforce are led to believe that Firefighters may sit idle in a fire station with amenities similar to home while awaiting an emergency to occur. Reality TV can inaccurately portray emergencies and fire station life as always being positive and exciting. The reality is that many fire stations, such as our own are not lavish and barely represent the luxuries of one's home. The unseen dangers associated with risky emergency operations and exposures to blood, bodily fluids, and contagious diseases are less than desirable. The fire station lifestyle is just as demanding as operating in the field during an emergency. Highly competitive individuals in close quarters for 24 hours at time over 1/3rd of their life also leads to unique challenges. "Idle" time is spent cleaning; inspecting tools, equipment, and apparatus; operational and skills training; physical fitness training; fire prevention duties and completing administrative work.

The physical and emotional demands of the job along with the responsibility and commitment of protecting everyone's interests and welfare leads to hypervigilance. Physical ailments, emotional heartaches and sleep deprivation can make a career of public service just as exhausting as it is rewarding. Increased public scrutiny on response and fire station life have all led to a workforce that once promoted the job to sharing the reality, that it's not for everyone.

Regional Collaboration:

The greater Fire Service has risen to meet the needs of the community and the associated challenges presented both in the emergency setting as well as the non-emergency setting. Budgetary and staffing challenges has led the fire service to become more creative in response methods, service delivery and fleet and equipment procurements. Often, regional collaborations can be beneficial to meet the needs of the people in the participating communities as well as the first responders protecting them. The University Heights Fire Department (UHFD) has practiced a plethora of regional collaborations over the recent years. These efforts include training, purchasing, dispatching, mutual/auto aid response, and technical rescue to name a few.

The eastside regional fire testing started in 2015 between two municipalities. In 2018, a 5-city test attracted over 200 applicants. In 2020, participation grew to include 8 cities. Over the course of these regional examinations, communities that participated were Lyndhurst, Pepper Pike, South Euclid, Euclid, Highland Heights, Mayfield Heights, Mayfield Village, and Richmond Heights. Due to the recruitment needs of the specific community, each Civil Service Commission may decide to approve the extension of the certified list for their respective community from 1 year to 2 years. This can likely change who participates in each regional examination process. In 2022, it is likely that 8 cities will participate in the process.

The UH Civil Service Commission Chair and myself have been attending the regional Commission meetings of the participating communities. The regional Commission members have been very inclusive and open about the process. This information has been shared with all of the UH Commission members, the UH Commission Secretary, the UH Law Director, the UH Mayor, and to various members of UH City Council through the Safety Committee. The information received and reviewed has led to a number of efficiencies that can be realized by participating in this regional process.



UNIVERSITY HEIGHTS FIRE DEPARTMENT

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Pros:

- Increase of applicant pool
 - Approx. 200 at recent regional test
 - 17 at recent UHFD test
- One test for the applicant to get on several lists
- Reduced cost to applicants
- Reduced cost to participating cities due to the sharing of costs
- Increase in advertising in multiple media outlets
- Increase in diversity of applicants
- No conflicting test days between cities
- Efficiencies to the administrative process and Commission Secretary
 - Will not need to obtain quotes from testing companies
 - Will not need to secure a testing location
 - Will not need to market the examination
 - Will not need to create/modify/prepare application
 - Will not need to collect application
 - Will not need to collect required documents submitted by application
 - Will not need to collect testing documents and submit to testing company
 - Will not need to grade exams
 - Will not need to conduct protest period
 - Will not need to collect application fees from candidates
 - May not need to survey demographics
 - May not need to apply UH specific extra credit points to final candidate list
 - May not need to dedicate the extra time and attention to the overall process as previously conducted
 - Elimination of candidates coming to city hall. More efficient during COVID, city hall being closed, and the Secretary needing to physically accept applications and documents

Cons:

- Applicant may have a bad test day which impacts eligibility on all lists
- Applicant may only want to be eligible for a few cities because applicant is already employed by one of the participating cities
- Applicant may jump from one city after getting hired by another city
 - Applicants would do this regardless if the test is regional or not

The Process:

Recruiting the right candidate for the job is essential to maintain the level of service delivery our community expects and deserves. The process is rigorous to ensure that candidates are able to meet the demands of the job while being open to the educational and on-the-job experiences to be gained over the next 25-35 years of their career. The hiring process has a number of time consuming and intricate steps. These steps include the written examination, physical agility testing, panel interview, skills assessment and ride time, psychological assessment, polygraph or voice stress analysis, administrative interview, medical examination, follow-up interview(s), background check process, reference(s)/employer



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interviews and conditional offer. The most important component of this long process is to recruit the largest and most diverse candidate pool. Selecting the right candidate is imperative to the integrity of the fire service and the department as well as to the candidates ability to meet the requirements set forth in his or hers sworn oath to protect and serve the community.

Time Line Considerations:

- December 20th (city council)
 - Present ordinance to council for approval, on emergency, second reading
- December 21st (civil service)
 - Amend Rules to incorporate proposed changes on 11/9 memo
 - Discuss entering into regional exam agreement
 - Consider recommendations of Commission Secretary
 - Discuss change of 1:3 to 1:20 for future charter change
- January 5th (regional civil service)
 - Attend regional commission meeting and vote on testing company & process
- January 11th (civil service)
 - Approve any outstanding amendments and enter agreement, if not done so already
- May 24, 2022 Regional Firefighter Examination
 - Current UHFD entrance exam list was certified on May 26, 2021 and expires on May 26, 2022.

I respectfully recommend the passage of Ordinance 2021-52 to proceed with the Regional Firefighter/Paramedic Examination process.

Thank you for the consideration.

ORDINANCE 2021 - 52

INTRODUCED BY: MAYOR BRENNAN

AN ORDINANCE AUTHORIZING THE CHAIRPERSON OF THE CIVIL SERVICE COMMISSION TO ENTER INTO A JOINT FIREFIGHTER/PARAMEDIC ENTRANCE EXAM PARTICIPATION AGREEMENT, AND DECLARING AN EMERGENCY

WHEREAS, the City wishes to participate in a Joint Firefighter/Paramedic Entrance Exam with neighboring communities in order to create a current list of available candidates for firefighter/paramedic positions;

WHEREAS, it is believed that participation in a regional entrance exam will allow the City to attract a larger pool of candidates resulting in a more efficient hiring process with potential cost savings to the City; and

WHEREAS, participation in a regional exam will create ease of administration for the City;

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

Section 1. This Council hereby authorizes the Chairperson of the City's Civil Service Commission to enter into a Joint Firefighter/Paramedic Entrance Exam Participation Agreement for 2022, on behalf of the City, substantially in the form, in all material respects, of the version attached hereto as Exhibit A and which is incorporated herein by reference as if fully rewritten.

Section 2. The Finance Director is hereby authorized to pay the City's share of the costs of administering the Joint Firefighter/Paramedic Entrance Exam, including the costs of advertising for said exam, at a cost not to exceed \$2,000.00.

Section 3. The Mayor, Fire Chief and Civil Service Commission, respectively, are authorized to take any and all steps necessary to consummate the proposed Joint Firefighter/Paramedic Entrance Exam Participation Agreement, participate in the administration of the exam, and certify a list of eligible hires.

Section 4. 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 any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

Section 5. 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, the emergency being the need to enter into the Participation Agreement promptly so that the City is included in the advertising, marketing and administration of the exam; wherefore, this ordinance shall be in full force and effect from and immediately after its adoption and approval by the Mayor. This ordinance shall take effect from and after 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

Joint Firefighter/Paramedic Entrance Exam 2020 Participation Agreement

WHEREAS, the participating communities of Lyndhurst, Mayfield Heights, Highland Heights, South Euclid, Pepper Pike and Richmond Heights have come together to collaborate and to participate in a *Joint Firefighter/Paramedic Entrance Exam*; and

WHEREAS, the participating communities have agreed to enter into a collaborative agreement in which the City of Lyndhurst will be the lead agency in terms of coordinating and advertising the examination; and

WHEREAS, the participating communities setting forth the services to be provided by the collaborative shall equally share all costs associated with administering the entrance examination including all advertising of the examination; and

WHEREAS, each participating community is solely responsible for adding their respective extra credit per their respective civil service rules and established their own respective eligibility lists for firefighter/paramedic;

1) Joint Firefighter/Paramedic Entrance Examination Procedure

The participating communities shall determine the appropriate testing company, the test date, and the testing location for the entrance examination. The participating communities shall use a common initial application that will be available on each community's website and at each city hall for applicants to obtain. All applications shall be returned to the City of Lyndhurst City Hall, 5301 Mayfield Road, Lyndhurst, OH, 44124 from 0800 to 1600, Monday through Friday by the established application deadline.

Following the completion of the entrance examination, the testing company shall forward the raw test scores to each participating community. Each participating community shall individually ensure that the applicant meets their respective minimum requirements and add in their respective extra credit per their civil service rules for eligible candidates.

Each community is solely responsible for verifying final applicant scores and establishing their respective eligibility list.

2) Roles and Responsibilities

Now, therefore, it is agreed by and between the partners as follows:

The City of Lyndhurst will invoice each participating community equally for the cost of conducting the examination as well as all advertising costs for the examination.

Joint Firefighter/Paramedic Entrance Exam 2020 Participation Agreement

WHEREAS, the participating communities of Lyndhurst, Mayfield Heights, Highland Heights, South Euclid, Pepper Pike and Richmond Heights have come together to collaborate and to participate in a *Joint Firefighter/Paramedic Entrance Exam*; and

WHEREAS, the participating communities have agreed to enter into a collaborative agreement in which the City of Lyndhurst will be the lead agency in terms of coordinating and advertising the examination; and

WHEREAS, the participating communities setting forth the services to be provided by the collaborative shall equally share all costs associated with administering the entrance examination including all advertising of the examination; and

WHEREAS, each participating community is solely responsible for adding their respective extra credit per their respective civil service rules and established their own respective eligibility lists for firefighter/paramedic;

1) Joint Firefighter/Paramedic Entrance Examination Procedure

The participating communities shall determine the appropriate testing company, the test date, and the testing location for the entrance examination. The participating communities shall use a common initial application that will be available on each community's website and at each city hall for applicants to obtain. All applications shall be returned to the City of Lyndhurst City Hall, 5301 Mayfield Road, Lyndhurst, OH, 44124 from 0800 to 1600, Monday through Friday by the established application deadline.

Following the completion of the entrance examination, the testing company shall forward the raw test scores to each participating community. Each participating community shall individually ensure that the applicant meets their respective minimum requirements and add in their respective extra credit per their civil service rules for eligible candidates.

Each community is solely responsible for verifying final applicant scores and establishing their respective eligibility list.

2) Roles and Responsibilities

Now, therefore, it is agreed by and between the partners as follows:

The City of Lyndhurst will invoice each participating community equally for the cost of conducting the examination as well as all advertising costs for the examination.

The City of Lyndhurst will:

- Review packets for all required information and documentation
- Number each application according to day and time received
- Hand out study guide provided by testing company
- Collect application fee and provide candidate a receipt
- Add names and pertinent information on spread sheet
- Add raw scores to applications and spread sheet
- Check by name and by number that all info and scores are correct
- Send letters to all those that score below 70
- Make copies of each application for each participating city

At least one member of one of the participating community's civil service commissions shall check in all applicants at the testing location.

Each participating community shall verify applicants meet their respective minimum requirements and verify respective extra credit, verify applicant's final score, and established their own respective eligibility list per their civil service rules.

3) Commitment to Partnership

- a. The collaborative communities are the City of Lyndhurst, City of Mayfield Heights, City of Highland Heights, City of South Euclid, City of Pepper Pike and City of Richmond Heights.
- b. The collaborative communities agree to fulfill the requirements set forth in this Participation Agreement.
- c. On behalf of the participating communities Civil Service Commission, the undersigned has read and agrees with this agreement.

City of: _____

Civil Service Commission Chairman: _____

Date _____

ORDINANCE NO. 2021-53

Introduced By: Mayor Michael Dylan Brennan

AN ORDINANCE AUTHORIZING TEMPORARY APPROPRIATIONS FOR CURRENT AND OTHER EXPENDITURES OF THE CITY OF UNIVERSITY HEIGHTS, OHIO FOR THE PERIOD COMMENCING JANUARY 1, 2022 AND ENDING ON OR BEFORE MARCH 31, 2022 AND DECLARING AN EMERGENCY

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

Section 1. To provide for the current expenses and other expenditures for the City of University Heights, Ohio for the period commencing January 1, 2022 and ending on or before March 31, 2022, City Council authorizes the Temporary Appropriations as herein set forth as Attachment A.

Section 2. It is understood that this Ordinance is a temporary appropriation ordinance for the calendar and fiscal year ending December 31, 2022, pursuant to Section 5705.38 of the Ohio Revised Code, and that the permanent appropriation measure must be approved by City Council not later than April 1, 2022.

Section 3. The Council finds and determined that all formal actions of this Council relating to the adoption of this Ordinance have been taken at open meetings of this Council, and that deliberations of this Council and of its committees, resulting in such formal action, took place in meetings open to the public, in compliance with all statutory requirements including the requirements of Section 121.22 of the Ohio Revised Code.

Section 4. This Ordinance is declared to be an emergency measure necessary for the preservation of the public peace, safety, health and welfare of the citizens of the City of University Heights. It shall therefore become effective upon its passage by the affirmative vote of not less than five (5) members of Council and approval of the Mayor; otherwise, it shall become effective 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
TEMPORARY APPROPRIATIONS FOR THE YEAR JANUARY 1, 2022 - MARCH 31, 2022

ATTACHMENT A

ORD NO. 2021-53

FUND	DEPT	DESCRIPTION	SALARY	OTHER EXP	TOTAL BUDGET
100	1100	Public Safety	\$ -	\$ 1,400	\$ 1,400
100	1110	Police	\$ 1,035,504	\$ 154,725	\$ 1,190,229
100	1120	Fire	\$ 971,165	\$ 145,970	\$ 1,117,135
100	1121	Fire Prevention	\$ 56,725	\$ 23,250	\$ 79,975
100	1130	Dispatch	\$ -	\$ 122,000	\$ 122,000
100	1140	Traffic Control	\$ 12,300	\$ 125,000	\$ 137,300
100	1150	Animal Control	\$ -	\$ 12,000	\$ 12,000
100	1160	Prisoner Housing	\$ -	\$ 90,000	\$ 90,000
100	1170	Prosecutor	\$ 8,200	\$ 1,000	\$ 9,200
100	1180	Courts	\$ -	\$ 45,000	\$ 45,000
100	1190	County Health Department	\$ -	\$ 73,788	\$ 73,788
100	1210	Building Department	\$ 5,000	\$ 102,000	\$ 107,000
100	1220	Housing Department	\$ 38,185	\$ 20,025	\$ 58,210
100	1230	Community Development	\$ 9,860	\$ 3,000	\$ 12,860
100	1240	Economic Development	\$ 26,519	\$ 20,575	\$ 47,094
100	1310	Pool Activity	\$ -	\$ 12,400	\$ 12,400
100	1320	Summer Recreation Activity	\$ -	\$ 4,600	\$ 4,600
100	1330	Recreation - Entertainment	\$ -	\$ 3,700	\$ 3,700
100	1400	Service Department	\$ 131,880	\$ 22,000	\$ 153,880
100	1410	Lands & Buildings	\$ 27,185	\$ 101,200	\$ 128,385
100	1420	Refuse Collection	\$ 220,000	\$ 151,415	\$ 371,415
100	1470	City Engineer	\$ 12,400	\$ 25,000	\$ 37,400
100	1510	Civil Service Commission	\$ 3,000	\$ 10,000	\$ 13,000
100	1520	City Planning Commission	\$ 2,500	\$ 5,450	\$ 7,950
100	1530	Board of Zoning Appeals	\$ 3,000	\$ 2,600	\$ 5,600
100	1540	Architectural Review	\$ 3,000	\$ 2,250	\$ 5,250
100	1600	General Administration	\$ 17,700	\$ 181,200	\$ 198,900
100	1610	Mayor's Office	\$ 91,000	\$ 12,000	\$ 103,000
100	1620	City Council	\$ 126,500	\$ 24,000	\$ 150,500
100	1630	Finance Department	\$ 66,919	\$ 129,235	\$ 196,154
100	1640	Law Department	\$ 20,000	\$ 24,000	\$ 44,000
100	1650	Civic Engagement	\$ 21,775	\$ 20,620	\$ 42,395
100	1660	Community Relations	\$ 6,870	\$ 8,395	\$ 15,265
100	1999	Transfers/Advances Out	\$ -	\$ 200,000	\$ 200,000
TOTAL TEMPORARY 2022 GENERAL FUND					\$ 4,796,985

12-Dec-21

Temp 2022

CITY OF UNIVERSITY HEIGHTS
TEMPORARY APPROPRIATIONS FOR THE YEAR JANUARY 1, 2022 - MARCH 31, 2022

ATTACHMENT A

ORD NO. 2021-53

CITY OF UNIVERSITY HEIGHTS

101	Unclaimed Monies Fund	\$ -	\$ 2,500	\$ 2,500
200	Street Maintenance Fund	\$ 58,000	\$ 216,550	\$ 274,550
201	Sewer/Water Maintenance	\$ 30,320	\$ 245,500	\$ 275,820
202	Shade Tree Fund	\$ 11,000	\$ 96,500	\$ 107,500
203	Street Lighting Fund	\$ -	\$ 61,200	\$ 61,200
210	Police Pension Fund	\$ 45,000	\$ -	\$ 45,000
211	State/Local Law Enforce Fund	\$ -	\$ 15,000	\$ 15,000
212	Fed Law Enforcement Fund	\$ -	\$ 6,000	\$ 6,000
213	Community Diversion Fund	\$ -	\$ 15,000	\$ 15,000
214	BCI/FBI Fees	\$ -		\$ -
220	Fire Pension Fund	\$ 45,000	\$ -	\$ 45,000
221	ODPF Grant Fund	\$ -	\$ 15,000	\$ 15,000
222	FEMA Grant Fund	\$ -	\$ 5,000	\$ 5,000
230	Building Fee Fund	\$ -	\$ 1,800	\$ 1,800
231	Construction Deposits	\$ -	\$ 13,000	\$ 13,000
232	Street Opening Deposits	\$ -	\$ 500	\$ 500
240	University Square TIF Fund	\$ -	\$ 320,000	\$ 320,000
242	ODNR Grants	\$ -	\$ -	\$ -
250	Performance Bonds	\$ -	\$ 5,000	\$ 5,000
297	ARPA/Localcoronavirus Fund	\$ -	\$ 650,000	\$ 650,000
300	Debt Service Fund	\$ -	\$ 437,000	\$ 437,000
400	Capital Improvement Fund	\$ -	\$ 302,700	\$ 302,700
401	Sewer/Water Cap Improve	\$ -	\$ 27,500	\$ 27,500
411	Facilities Improvement Fund	\$ -	\$ -	\$ -
800	CIC Fund	\$ -	\$ 2,000	\$ 2,000
TOTAL TEMPORARY 2022 APPROPRIATIONS:				<u>\$ 7,424,055</u>

12-Dec-21

Temp 2022

ORDINANCE 2021-54

INTRODUCED BY: MAYOR BRENNAN

AN ORDINANCE AUTHORIZING THE MAYOR TO APPOINT AND ENTER INTO AN AGREEMENT WITH JOSEPH R. CIUNI OF GPD GROUP AS CITY ENGINEER, AND DECLARING AN EMERGENCY

WHEREAS, the City wishes to enter into an agreement with Joseph R. Ciuni and GPD Group for professional services as the City Engineer;

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

Section 1. This Council hereby authorizes the Mayor to enter into a Professional Services Agreement with Joseph R. Ciuni of GPD Group for the provision of services as City Engineer, in the form attached hereto as Exhibit A and which is incorporated herein by reference as if fully rewritten.

Section 2. 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 any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

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, the emergency being the need to enter into the Professional Services Agreement promptly so that the City will have continuity of engineering services in the new; wherefore, this ordinance shall be in full force and effect from and immediately after its adoption and approval by the Mayor. This ordinance shall take effect from and after 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**



5595 Transportation Boulevard, Suite 100
Cleveland, Ohio 44125

Phone 216.516.5544
www.gpdgroup.com

Honorable Michael D. Brennan, Mayor
City of University Hts.
2300 Warrensville Center Road
University Hts., Ohio 44118

October 8, 2021
2021003.01

RE: City Engineering Services – Year 2022

Dear Mayor Brennan:

For 2022, GPD Group proposes the following hourly rates (see attached) for the various disciplines on our staff.

Our hourly rates were held for the past 2 years, and we respectfully request this modest (1.1%) increase.

As has been our past practice, we **will** submit a proposal for each assigned task based on the attached Schedule of Hourly Rates.

As required in our contract we will provide by the end of the year a list of personnel in our firm that will potentially work on the municipal projects. We will include their level of classification and a description of the **minimum** requirements at each level (i.e. Engineer 1 through 6, Designer 1 and 2 etc.).

The attached rates include all payroll costs, overhead, **non-reimbursable** expenses, profit etc. Printing and copying costs that are performed by outside vendors (because our in-house equipment is not sufficient) will be invoiced at cost, with no mark-up.

Thank you for your continued confidence in GPD. If you have any questions, please call.

Sincerely,
GPD Group

A handwritten signature in blue ink, appearing to read "J.R. Ciuni".

Joseph R. Ciuni PE PS
City Engineer

cc. Contract File

GPD Group – City of University Heights – 2022 Rate Schedule (Average Increase 1.1%)

Proposed Hourly Rate Schedule	2022 Rate	2021 Rate	Percent Increase	Service Change
Project Principal	\$134.00	\$132.50	1.1%	
Senior Project Manager	\$111.00	\$109.00	1.8%	
Senior Engineer	\$102.00	\$100.00	2.0%	
Senior Architect	\$102.00	\$100.00	2.0%	
Senior Landscape Architect	\$102.00	\$100.00	2.0%	
Landscape Architect	\$89.50	\$88.00	1.7%	
Design Engineer/Design Architect	\$95.50	\$94.00	1.6%	
Staff Engineer/Staff Architect	\$85.00	\$85.00	0%	
Engineer / Architect – Co-op/ Intern	\$55.00	\$55.00	0%	
Senior Environmental Scientist	\$107.00	\$105.00	1.9%	
Environmental Specialist	\$80.00	\$78.50	1.9%	
Senior Designer	\$80.00	\$78.50	1.9%	
Staff Designer	\$65.00	\$65.00	0%	
CAD Drafter	\$71.00	\$71.00	0%	
Construction Inspector	\$57.00	\$56.00	1.8%	
Construction Inspector (Overtime)	\$85.50	\$84.00	1.8%	
Construction Coordinator	\$76.50	\$75.00	2.0%	
Project Aid/Clerical	\$50.50	\$49.50	2.0%	
Survey Project Manager	\$102.00	\$100.00	2.0%	
Senior Surveyor	\$97.00	\$95.00	2.1%	
Surveyor	\$90.00	\$90.00	0%	
Senior Survey Technician	\$65.00	\$65.00	0%	
Survey Technician	\$55.00	\$55.00	0%	
Geotech – Project Manager	\$115.00	\$115.00	0%	
Drill / Lab / Field Manager	\$90.00	\$90.00	0%	
Sr. Driller & Field & Lab Tech	\$80.00	\$80.00	0%	
Driller & Field & Lab Tech	\$67.00	\$67.00	0%	
Asst. Driller & Field & Lab Tech	\$53.00	\$53.00	0%	
Geotech Field Supplies Fixed Costs	2021 Rate	2020 Rate		Service Change
Mortar Cubes (Each)	\$11.00	\$11.00		
Grout Prisms (Each)	\$22.00	\$21.50		
Concrete Test Cylinders (Each)	\$16.00	\$15.50		
Concrete Test Beams (Each)	\$50.00	\$45.00		
Drill Rig (per Day)	\$500.00	\$500.00		
Hydrovac Trailer (Per Day)	\$200.00	\$200.00		
Floor Flatness Gauge (Per Day)	\$115.00	\$115.00		
Nuclear Density Gauge (Per Day)	\$60.00	\$60.00		

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made effective the 1st day of January, 2022, by and between the **CITY OF UNIVERSITY HEIGHTS**, hereinafter referred to as the “City,” and **JOSEPH R. CIUNI, ENGINEER**, whose business address is c/o GPD GROUP/ACLA, 5595 Transportation Boulevard, Cleveland, Ohio 44125, hereinafter referred to as “ENGINEER,” pursuant to ordinance duly made, seconded and passed.

WITNESSETH THAT:

The City is a Municipal home rule corporation;

The Engineer is a professional civil engineer and registered surveyor, and has performed and is performing municipal engineering services for the City as well as other municipalities;

The City desires to appoint Joseph R. Ciuni as City Engineer to perform or cause to be provided all engineering services required or requested by the City effective January 1, 2022 for a term of two (2) years expiring December 31, 2023 and to continue from year to year thereafter unless sooner terminated or modified.

NOW THEREFORE, in consideration of the premises, it is mutually agreed by the Engineer and the City, as follows:

1. JOSEPH R. CIUNI is hereby appointed City Engineer
2. JOSEPH R. CIUNI shall perform the services described on Exhibit “A” attached hereto and hereby incorporated by reference and made a part hereof, for an annual compensation of TWELVE THOUSAND (\$12,000.00) DOLLARS, which sum shall include all disbursements, e.g. federal, state and local withholding tax; employer-employee social security tax; workers compensation premiums; employer and employee P.E.R.S amounts, and/or deferred compensation; and any other applicable deductions.
3. JOSEPH R. CIUNI shall cause to be provided, to the City, by GPD GROUP/ACLA, such engineering services, not specified on Exhibit “A,” as may be required or requested by the City in accordance with the schedule set forth on Exhibit “B” attached hereto and hereby incorporated by reference and made a part hereof. Billings for said services shall be monthly in a form acceptable to the City Finance Director.
4. This Agreement may be terminated without cause on ninety (90) days written notice in advance from one party to the other. This Agreement may be terminated immediately for cause upon fifteen (15) days written notice. Cause shall include, but not be limited to, any violation by the Engineer or GPD GROUP/ACLA of the provisions of this Agreement and/or any federal or state law and/or any local ordinance.

5. The Engineer will recuse himself and refuse to provide any engineering services for private parties with respect to any undertaking in the City of University Heights, and the Engineer will cause GPD GROUP/ACLA to conform to this requirement. This covenant shall survive termination of this Agreement or any extension thereof by not less than twelve (12) months.

6. The City shall acquire title to all plans, other documents, computer disk records, audio/video records, and all other work products provided and produced under this Agreement and no publication thereof shall be made except with the approval of the City.

IN WITNESS WHEREOF, the parties have duly executed this Agreement this _____ day of _____, 2021 and made effective January 1, 2022

WITNESSES

JOSEPH R. CIUNI, P.E.P.S.

CITY OF UNIVERSITY HEIGHTS, OHIO

MICHAEL DYLAN BRENNAN, MAYOR

APPROVED AS TO FORM

LUKE MCCONVILLE, LAW DIRECTOR

EXHIBIT "A"

Below is a description of the City Engineering Services that will be rendered for the retaining fee and will no longer be invoiced for at hourly rates:

SERVICES TO BE PERFORMED BY CITY ENGINEER

Section 1.1 Designated Representative

Joseph R Ciuni, P.E., P.S., Director of Cleveland Public Works of GPD GROUP/ACLA shall be designated as City Engineer.

Section 1.2. Description of City Engineer Services

When authorized by the City's authorized representative, the Engineer shall:

- (a) Give advice to the Council, the Mayor, or other proper administrative officials on problem pertaining to engineering.
- (b) Prepare formative or preliminary reports, sketches, layouts and estimates concerning the advisability of proceeding with any public improvement project contemplated by the Council.
- (c) Check and make recommendations regarding the engineering features of dedication plats, utility plans, site plans and other such requests of persons or firms as will require the use of special knowledge possessed by the Engineer.
- (d) Attend regular Council meetings and other miscellaneous meetings, at the request of the Mayor, or Council.
- (e) Keep the City informed on any federal or state grants of any nature that may be available for engineering projects and assist the City in preparation of applications and supporting documents for governmental grants, loans or advances.
- (f) Analyze operations, maintenance and overhead expenses; prepare rate schedules, earnings and expense statements, feasibility studies, appraisals and evaluations, detailed quantity surveys of materials, equipment and labor, audits of inventories, and operating or maintenance manuals; and instruct City personnel in operating or maintenance techniques.
- (g) Prepare any and all reports and submittals that are or may be required by various governing agencies including: EPA, NEORSD, CWD, County Sanitary Engineer, Cuyahoga County Engineer or ODOT.

Section 1.3 Method of Payment for City Engineer Services

The Engineer shall receive from the City a retaining fee in the sum of \$12,000, unless increased by Council, for services rendered under Section 1.2.

Section 1.3.1 Terms of Payment

The retaining fee shall be paid to the Engineer in monthly installments, with the checks made payable to the Engineer's designated representative, as stated in Section 1.1 above. From each monthly installment, the City shall withhold all applicable payroll taxes, Worker's Compensation, and the employee's contribution to the Public Employees Retirement System.

Exhibit B**GPD Group – City of University Heights – 2022 Rate Schedule (Average Increase 1.1%)**

Proposed Hourly Rate Schedule	2022 Rate	2021 Rate	Percent Increase	Service Change
Project Principal	\$134.00	\$132.50	1.1%	
Senior Project Manager	\$111.00	\$109.00	1.8%	
Senior Engineer	\$102.00	\$100.00	2.0%	
Senior Architect	\$102.00	\$100.00	2.0%	
Senior Landscape Architect	\$102.00	\$100.00	2.0%	
Landscape Architect	\$89.50	\$88.00	1.7%	
Design Engineer/Design Architect	\$95.50	\$94.00	1.6%	
Staff Engineer/Staff Architect	\$85.00	\$85.00	0%	
Engineer / Architect – Co-op/ Intern	\$55.00	\$55.00	0%	
Senior Environmental Scientist	\$107.00	\$105.00	1.9%	
Environmental Specialist	\$80.00	\$78.50	1.9%	
Senior Designer	\$80.00	\$78.50	1.9%	
Staff Designer	\$65.00	\$65.00	0%	
CAD Drafter	\$71.00	\$71.00	0%	
Construction Inspector	\$57.00	\$56.00	1.8%	
Construction Inspector (Overtime)	\$85.50	\$84.00	1.8%	
Construction Coordinator	\$76.50	\$75.00	2.0%	
Project Aid/Clerical	\$50.50	\$49.50	2.0%	
Survey Project Manager	\$102.00	\$100.00	2.0%	
Senior Surveyor	\$97.00	\$95.00	2.1%	
Surveyor	\$90.00	\$90.00	0%	
Senior Survey Technician	\$65.00	\$65.00	0%	
Survey Technician	\$55.00	\$55.00	0%	
Geotech – Project Manager	\$115.00	\$115.00	0%	
Drill / Lab / Field Manager	\$90.00	\$90.00	0%	
Sr. Driller & Field & Lab Tech	\$80.00	\$80.00	0%	
Driller & Field & Lab Tech	\$67.00	\$67.00	0%	
Asst. Driller & Field & Lab Tech	\$53.00	\$53.00	0%	
Geotech Field Supplies Fixed Costs	2022 Rate	2021 Rate		Service Change
Mortar Cubes (Each)	\$11.00	\$11.00		
Grout Prisms (Each)	\$22.00	\$21.50		
Concrete Test Cylinders (Each)	\$16.00	\$15.50		
Concrete Test Beams (Each)	\$50.00	\$45.00		
Drill Rig (per Day)	\$500.00	\$500.00		
Hydrovac Trailer (Per Day)	\$200.00	\$200.00		
Floor Flatness Gauge (Per Day)	\$115.00	\$115.00		
Nuclear Density Gauge (Per Day)	\$60.00	\$60.00		

ORDINANCE NO. 2021-55

INTRODUCED BY: MAYOR MICHAEL DYLAN BRENNAN

AN ORDINANCE PROVIDING FOR PAID EMERGENCY ADMINISTRATIVE LEAVE RELATED TO THE COVID-19 PANDEMIC, AND DECLARING AN EMERGENCY.

WHEREAS, the life, safety and welfare of the residents of University Heights are in jeopardy due to the continued spread of the deadly infectious disease identified as the Coronavirus disease (COVID-19);

WHEREAS, University Heights is committed to the health and well-being of its employees and their families;

WHEREAS, it is in the best interest of the employees of the City of University Heights that they be encouraged to remain at home and out of the workplace when they have an illness especially during this period of emergency;

WHEREAS, the Mayor and City Council have determined that in an effort to keep University Heights employees and their families safe and healthy any employee who has tested positive for COVID-19 or who must quarantine due to exposure to someone who has tested positive for COVID-19 and whom the Mayor has determined cannot work remotely while quarantined may receive up to eighty (80) hours of paid emergency administrative leave;

WHEREAS, the eighty (80) hours of paid emergency administrative leave shall be effective as of the date of this ordinance and shall expire December 31, 2022;

WHEREAS, this ordinance shall apply to any and all employees currently employed by the City or any employee hired by the City after the effective date hereof;

WHEREAS, this ordinance authorizes the Mayor to provide additional paid emergency administrative leave to employees on an individual case-by-case basis;

WHEREAS, if additional paid emergency administrative leave is approved by the Mayor, the usage of such time shall be recorded by the Director of Finance, and on a monthly basis the Director of Finance shall provide a written report to Council on the additional paid emergency administrative leave authorized;

WHEREAS, the period during which the Mayor may authorize or approve any additional paid emergency administrative leave shall expire on December 31, 2022;

WHEREAS, all other provisions in the City's Employee Handbook regarding call-off procedures, return-to-work procedures, and required documentation are still in effect and shall be complied with by any City employee under the terms of this ordinance;

WHEREAS, policies applicable to bargaining employees shall be effective as permitted under state law and the respective Collective Bargaining Agreements. For bargaining unit employees, the terms and conditions regarding call-off procedures, permissible and prohibited uses of sick leave and required documentation set forth in the Collective Bargaining Agreement shall supersede and govern; and

WHEREAS, if City employees are ordered to stay home, the Mayor shall implement paid leave, with such policy to expire on December 31, 2022;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF UNIVERSITY HEIGHTS, CUYAHOGA COUNTY, OHIO, at least two-thirds of all the members elected thereto concurring, that:

Section 1. Council hereby authorizes the Mayor to provide any full-time employee who has tested positive for COVID-19 or who must quarantine due to exposure to someone who has tested positive for COVID-19 and whom the Mayor has determined cannot work remotely while quarantined with up to eighty (80) hours of paid emergency administrative leave. All full-time employees currently employed by the City and any employee hired by the City hereafter shall receive this paid emergency administrative leave benefit. This paid emergency administrative leave policy is effective as of the date of passage by Council on emergency and shall expire on December 31, 2022, at which time paid emergency administrative leave shall expire. The Mayor is authorized to adopt rules and regulations regarding the authorization of additional paid emergency administrative leave. If an employee should exhaust his or her paid sick leave and paid

emergency administrative leave, then additional paid emergency administrative leave may be granted, on an individual case by case basis, at the discretion of the Mayor. If additional paid emergency administrative leave is approved by the Mayor, the usage of such time shall be recorded by the Finance Director. The Finance Director shall provide a written report on a monthly basis to Council on the additional paid emergency administrative leave granted. The period during which the Mayor may approve additional paid emergency administrative leave shall expire on December 31, 2022. Paid emergency administrative leave is not subject to rollover or payout.

Section 2. In order to receive the paid emergency administrative leave benefits outlined in Section 1 hereof, the employee must provide documentary evidence, reasonably satisfactory to the Mayor, that the employee's request for paid emergency administrative leave is reasonably related to circumstances arising from COVID-19 and/or the from the COVID-19 pandemic.

Section 3. Prior to receiving the paid emergency administrative leave benefits outlined in Section 1 hereof, an employee must first exhaust any applicable paid-time-off benefits provided by the Unites States federal government and related to COVID-19 and/or any then-current state of emergency resulting from the COVID-19 pandemic, including, but not limited to, any paid-time-off benefits resulting from any extension of the benefits provided in the Families First Coronavirus Relief Act, any extension of Family Medical Leave Act benefits, or any new federal benefit creating a paid-time-off benefit relating to COVID-19 and/or the pandemic.

Section 4. All other provisions in the City's Employee Handbook regarding call-off procedures, return-to-work procedures, and required documentation are still in effect and shall be complied with by any City employee under the terms of this ordinance.

Section 5. Policies applicable to bargaining employees shall be effective as permitted under state law and the respective Collective Bargaining Agreements. For bargaining unit employees, the terms and conditions regarding call-off procedures, permissible and prohibited uses of sick leave and required documentation set forth in the Collective Bargaining Agreement shall supersede and govern

Section 6. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council that resulted in such formal action occurred in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 7. This ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City and its residents, to allow the City to adequately protect its employees and citizens of the community during the Coronavirus pandemic; wherefore, this resolution 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

FIRST READING: _____

PASSED: _____

ATTEST:

KELLY M. THOMAS, CLERK OF COUNCIL

APPROVED AS TO FORM:

LUKE F. MCCONVILLE, LAW DIRECTOR

ORDINANCE NO. 2021-56

INTRODUCED BY: COUNCIL AS A WHOLE

**AN ORDINANCE REAPPOINTING LUKE F. MCCONVILLE AS
LAW DIRECTOR EFFECTIVE JANUARY 1, 2022, AND
DECLARING AN EMERGENCY.**

WHEREAS, the Council desires to reappoint Luke F. McConville as City Law Director.

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

Section 1. Reappointment

Luke F. McConville is hereby reappointed Law Director of the City of University Heights, Ohio, effective January 1, 2022 and for a term expiring at the end of December 31, 2023;

Section 2. Basic Services

Subject to the compensation provisions herein, the Law Director, on a part-time basis shall: administer the Department of Law in accordance with all applicable laws; shall appoint and supervise the conduct of the Assistant Law Director-Prosecutor and shall provide such other basic legal services as may be further specified by City Council;

Section 3. Compensation for Legal Services

As of January 1, 2022, the Law Director shall be compensated in the form of annual salary in the amount of \$80,000.00. The City shall make contributions on the Law Director's behalf to the Ohio Public Employees Retirement System. The Law Director shall provide the following services:

- (a) General legal services, provide advice to the Mayor, members of Council, department heads, attendance at meetings of Council, Directors' meetings, Board of Zoning Appeals, Planning Commission and Civil Service Commission meetings, and any other meetings, if any, designated by City Council or the Mayor.
- (b) In addition, additional services, as authorized by the Mayor or Council, including, but not limited to, services for litigation after commencement of the legal process, hearings before administrative agencies (not including Planning Commission, Civil Service Commission or Board of Zoning Appeals), and for any and all services in preparation for any such matters, and for services in litigation avoidance matters involving another party or person and/or their representative, and for all service and advice in property research, easement acquisitions, analysis of deeds and plat maps, property sales and acquisitions, and for services rendered for or in relation to the City's community improvement corporation, shall be compensated hourly at the rate of \$175.00 per hour, which shall not be subject to contribution to the Public Employees Retirement System.

Section 4. Funding

City Council shall budget and appropriate all funds necessary and incidental for the expenses and compensation required for the Department of Law and as provided in this Ordinance.

Section 5. Indemnification

The City shall save the Prosecutor and each employee, agent, assistant or associate of the law department harmless and indemnify each from any and all damages or liability claimed, asserted or adjudicated through civil or criminal litigation or proceedings before any court or administrative agency, and the City shall indemnify all costs or expenses for the defense thereof and pay all judgements for money damages awarded as result of undertaking the responsibilities described herein.

Section 6. This ordinance shall supersede any ordinance in conflict herewith.

Section 7. 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 any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

Section 8. This Ordinance is declared to be an emergency measure necessary for the preservation of the public peace, health, safety and welfare of the citizens of the City of University Heights, Ohio, for the reason that Mr. McConville's appointment expires as of January 31, 2022. It shall therefore become effective upon its passage by the affirmative vote of not less than five (5) members of Council and approval by the Mayor; otherwise, it shall become effective at the earliest time allowed by law.

CITY OF UNIVERSITY HEIGHTS, OHIO

MICHAEL DYLAN BRENNAN, MAYOR

FIRST READING:

PASSED:

ATTEST:

KELLY M. THOMAS, CLERK OF COUNCIL

APPROVED AS TO FORM:

LUKE F. MCCONVILLE, LAW DIRECTOR

RESOLUTION NO. 2021-57

INTRODUCED BY: MAYOR MICHAEL DYLAN BRENNAN

A RESOLUTION REQUESTING THE COUNTY BUDGET COMMISSION TO ADVANCE TAXES FROM THE PROCEEDS OF TAX LEVIES FOR THE PERIOD JANUARY 1, 2022 TO DECEMBER 31, 2022 PURSUANT TO SECTION 321.24, OHIO REVISED CODE AND DECLARING AN EMERGENCY

WHEREAS, Section 321.34, Ohio Revised Code provides that any money in the County Treasury in the account of the City of University Heights, Ohio, and lawfully applicable to the purpose of the current fiscal year may be drawn upon by request.

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

Section 1. The Fiscal Officer of Cuyahoga County, Ohio is requested to draw and the Treasurer of Cuyahoga County, Ohio, is requested to pay on such draft, to the Director of Finance of the City of University Heights such money as may be in the County Treasury from time to time during the year 2022, to the account of the City of University Heights and lawfully applicable to the purpose of the current fiscal year in which such request is made. Such payments are to be made from time to time as such monies come into the treasury of Cuyahoga County through the payment of taxes and assessments during the fiscal year beginning January 1, 2022 through December 31, 2022.

Section 2. The Clerk of Council is authorized and directed to forward a certified copy of this Resolution to the Cuyahoga County Budget Commission, office of the Fiscal Officer of Cuyahoga County, Ohio, upon its passage and signature by the Mayor.

Section 3. The Council finds and determines that all formal actions of this Council relating to the adoption of this Resolution have been taken at open meetings of this Council and that deliberations of the Council and of its committees, resulting in such formal action, took place in meetings open to the public, in compliance with all statutory requirements including the requirements of Section 121.22 of the Ohio Revised Code.

Section 4. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the health, safety and welfare of the residents of the City of University Heights for the reason that this Resolution must be enacted to provide funds necessary for the timely operations of the City. It shall therefore take effect immediately upon passage by the affirmative vote of not less than five (5) members of 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

INTRODUCED BY: MAYOR BRENNAN

AN ORDINANCE TO ACCEPT THE MATERIAL TERMS OF THE ONE OHIO SUBDIVISION SETTLEMENT PURSUANT TO THE ONE OHIO MEMORANDUM OF UNDERSTANDING AND CONSISTENT WITH THE TERMS OF THE JULY 21, 2021 NATIONAL OPIOID SETTLEMENT AGREEMENT, AND DECLARING AN EMERGENCY.

AN EMERGENCY ORDINANCE AUTHORIZING the Mayor to execute the Participation Agreement for the OneOhio Subdivision Settlement with Janssen/Johnson&Johnson pursuant to the OneOhio Memorandum of Understanding regarding the pursuit and use of potential opioid litigation settlement funds and consistent with the material terms of the July 21, 2021 proposed Settlement Agreement available at <https://nationalopioidsettlement.com/>.

WHEREAS, the City of University Heights, Ohio (herein “Municipality”) is a municipal corporation formed and organized pursuant to the Constitution and laws of the State of Ohio; and

WHEREAS, the people of the State of Ohio and its communities have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities within the Opioid Pharmaceutical Supply Chain; and

WHEREAS, the State of Ohio, through its Attorney General, and certain Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold Opioid Pharmaceutical Companies accountable for the damage caused by their misfeasance, nonfeasance and malfeasance; and

WHEREAS, the State of Ohio, through its Governor and Attorney General, and its Local Governments share a common desire to abate and alleviate the impacts of that misfeasance, nonfeasance and malfeasance throughout the State of Ohio; and

WHEREAS, the State and its Local Governments, subject to completing formal documents effectuating the Parties Agreements, have drafted and the City of University Heights has adopted, and hereby reaffirms its adoption of, a OneOhio Memorandum of Understanding (“MOU”) relating to the allocation and the use of the proceeds of any potential settlements described; and

WHEREAS, the MOU has been collaboratively drafted to maintain all individual claims while allowing the State and Local Governments to cooperate in exploring all possible means of resolution; and

WHEREAS, the City Council understands that an additional purpose of the MOU is to create an effective means of distributing any potential settlement funds obtained under the MOU between the State of Ohio and Local Governments in a manner and means that would promote an effective and meaningful use of the funds in abating the opioid epidemic throughout Ohio, as well as to permit collaboration and effectuate earlier resolution of the Opioid Litigation against Opioid Pharmaceutical Companies; and

WHEREAS, nothing in the MOU binds any party to a specific outcome, but rather, any resolution under the MOU requires acceptance by the State of Ohio and the Local Governments; and

WHEREAS, a settlement proposal is being presented to the State of Ohio and Local Governments by Janssen/Johnson&Johnson to resolve governmental entity claims in the State of Ohio using the structure of the OneOhio MOU and consistent with the material terms of the July 21, 2021 proposed Settlement Agreement; and

WHEREAS, City Council wishes to agree to the material terms of the proposed National Settlement Agreement with the Proposed Settlement:

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

Section 1. That the City of University Heights hereby accepts, or is authorized to accept the Proposed Settlement on behalf of the City, pursuant to the terms of the OneOhio MOU. The Mayor is hereby authorized to enter into a Participation Agreement and other such agreements necessary to effectuate the proposed settlement.

Section 2. That it is found and determined that all formal actions of the Council relating to the adoption of this resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

Section 3. This Ordinance is hereby declared to be an emergency measure, necessary for the preservation of the public peace, health, welfare and safety of the City of University Heights. The reason for the emergency is to ensure prompt pursuit of funds to assist in abating the opioid epidemic throughout Ohio, and to provide the signed Participation Agreement before the deadline or measurement of participation.

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

Settlement Participation Form

Governmental Entity: University Heights city	State: OH
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 (“Janssen Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Janssen Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Janssen Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Janssen Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity’s election to participate is specifically conditioned on participation by Litigating Subdivisions and Litigating Special Districts representing 95% or more of the population (combined) of Litigating Subdivisions and Litigating Special Districts in Ohio. Should the combined population of the Litigating Subdivisions and Litigating Special Districts in Ohio that participate be less than 95% of the population (combined) of the Litigating Subdivisions and Litigating Special Districts in Ohio, this Election and Release shall be deemed void and no claims shall be released.
3. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.
4. The Governmental Entity agrees to the terms of the Janssen Settlement pertaining to Subdivisions as defined therein.
5. By agreeing to the terms of the Janssen Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Janssen Settlement solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Janssen Settlement.



8. The Governmental Entity has the right to enforce the Janssen Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Janssen Settlement, including but not limited to all provisions of Section IV (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Janssen Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Janssen Settlement shall be a complete bar to any Released Claim.
10. In connection with the releases provided for in the Janssen Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Janssen Settlement.
11. Nothing herein is intended to modify in any way the terms of the Janssen Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Janssen Settlement in any respect, the Janssen Settlement controls.



I swear under penalty of perjury that I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



ORDINANCE 2021 - 62

INTRODUCED BY: MAYOR BRENNAN

AN ORDINANCE AUTHORIZING THE CITY FIRE CHIEF TO ENTER INTO A LETTER AGREEMENT WITH WELLNESS WORKS LLC FOR PROVISION OF SERVICES TO PROVIDE A WELLNESS PROGRAM FOR FIREFIGHTERS, AND DECLARING AN EMERGENCY

WHEREAS, the City Fire Department wishes to expand the scope of the wellness program offered to City firefighters; and

WHEREAS, Wellness Works LLC is owned and operated by Jackie Zera, Ph.D., a professor at John Carroll University, with whom the City Fire Department has worked in the past in connection with wellness program services;

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

Section 1. This Council hereby authorizes the Fire Chief to enter into a Letter Agreement with Wellness Works LLC for the provision of wellness program services for the City Fire Department, in the form attached hereto as Exhibit A and which is incorporated herein by reference as if fully rewritten.

Section 2. 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 any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

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, the emergency being the need to enter into the Letter Agreement promptly so that the City may offer a wellness program to its Fire Department as of the first day of the new year; wherefore, this ordinance shall be in full force and effect from and immediately after its adoption and approval by the Mayor. This ordinance shall take effect from and after 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



Wellness Works of Cleveland

(614) 327-3679

wellnessworkscleveland@gmail.com

November 20, 2021
Mr. Robert Perko
University Heights Fire Department

Dear Mr. Perko,

I would like to thank you for selecting the Wellness Works of Cleveland, LLC (WW) to contribute to the wellness program at the University Heights Fire Department (Client). This letter of engagement is intended to outline and confirm the scope of work to be performed by WW and responsibilities of Client incident to the wellness program to be implemented by WW on behalf of Client.

WW Scope of Work:

WW staff and volunteers will provide educational sessions and activities to the Client for a period of 12 months (the "Service Period"). The sessions and activities will be operated and coordinated in the sole discretion of WW, provided that, WW shall use reasonable efforts to collaborate with Client to determine the specific topics to be addressed during the Service Period. The educational sessions and activities will cover some or all of the topics identified on Exhibit A, attached hereto and incorporated herein by reference, and may be expanded to include additional topics that are necessary or beneficial in WW's sole discretion (the "Service Topics"). Client acknowledges receipt and review of the Service Topics and Client's signature below acknowledges Client's acceptance of the Service Topics as appropriate for this engagement.

WW may offer to Client and/or any individual participant certain additional services (including without limitation those services described on Exhibit A as "Add-Ons") for an additional fee. Such Add Ons shall be billed and paid for separately but in all other respects shall be governed by the terms of this letter agreement. There shall be no obligation for Client or any individual participant to purchase any Add Ons at any time during the Service Period. WW and Client shall meet on a quarterly or more frequent basis to discuss the progress of this engagement and to determine what, if any Add Ons may be appropriate or beneficial to supplement the Service Topics and the progress of the engagement at such time.

WW shall have the sole and absolute discretion to select professionals who will deliver the services WW is required to provide hereunder. Such professionals shall have an appropriate level of knowledge, experience and expertise to present the Service Topics. All obligations of WW hereunder shall extend to and apply to any professionals who WW engages to deliver any Service Topics to Client hereunder.

It is not intended that the educational sessions or recommendations provided under this letter of engagement constitute any form of health care under the Health Insurance Portability and Accountability Act (HIPAA) or other laws, or any service that would require licensure or certification under applicable laws, including Ohio law. WW staff and volunteers involved in the activities under this agreement will

be instructed to maintain confidentiality of any personal information except as required to carry out the scope of the work under the agreement or as required or permitted by law.

Client Responsibilities:

Client, as the employer sponsor of the wellness program shall be responsible for compliance with all applicable laws related to wellness programs, including but not limited the Health Insurance Portability and Accountability Act (HIPAA) and the Americans with Disabilities Act, as amended (ADAA). Client will maintain \$2 million in the aggregate to defend any claim for personal injury or property damage otherwise brought by or on behalf of any participant, third party, or other person or entity as a result of or in connection with the activities under this agreement. Client agrees to add WW as an additional insured on their general liability policy. In addition, Client shall maintain in effect workers' compensation insurance (or the equivalent) covering its employees and other personnel participating in the activities under this agreement, applicable to activities under this agreement that are covered by Client workers' compensation. Upon request, Client will provide to WW a certificate of insurance confirming general liability and workers' compensation coverage and confirming WW as an additional insured on the general liability insurance.

WW Services will be provided at a facility designated by Client. Client will provide a space and access to fitness equipment to conduct all Wellness Program activities. Client will use its best efforts to ensure that the facility used shall remain the same for the duration of the Service Period.

WW will invoice Client in the amount reflected on Exhibit A upon completion of each Service Topic. All invoices shall be payable upon receipt. If any invoice remains unpaid for a period in excess of thirty (30) days, interest shall accrue at a rate equal to 1.5% of the unpaid balance for each month or partial month in which the balance remains unpaid.

Client shall obtain a completed Waiver of Liability (in substance and in form as set forth on Exhibit B) from each Participant any provide copies of the same to WW. Client acknowledges and agrees that no individual will be permitted to participate in a session without first completing the liability and claims related to the participation in the wellness program, attached hereto as Exhibits B incorporated herein.

Term and Termination:

The term of this agreement is for twelve months commencing effective January 1, 2022. Either party may terminate this agreement during the term for breach of this agreement that is not cured within thirty (30) days of written notice of the breach.

Miscellaneous:

This letter agreement shall be governed by the laws of the state of Ohio. It shall not be amended, except in a writing signed and acknowledge by both parties. This letter agreement reflects the entire understanding of the parties with respect to this engagement. No other terms or conditions govern the

relationship of the parties except as expressly set forth herein. The parties will comply with all applicable federal, state, and local laws and regulations.

If you have any questions or concerns, or any of the information in this letter is not consistent with your understanding of our agreement, please contact me at your convenience. After review, please sign and return this letter to me, while retaining a copy for your records.

Sincerely,



Jackie Zera, Ph.D. ACSM-EP-C, EIM-II
Owner, Wellness Works of Cleveland, LLC

Robert Perko, Fire Chief
University Heights Fire Department

Date _____



Exhibits

- A. Wellness Program Outline/Schedule
- B. Waiver of Liability



Exhibit A- Proposed Monthly Wellness Program and Cost Schedule

Date	Topic	Base Cost	Optional Add-Ons
January	Weight Management & Goal Setting	\$600	Baseline Mini Assessment- \$20/person
February	Nutrition Basics	\$600	Cost of Food for Label reading Activity or Cooking Demo (~\$200) Recipe Club (\$200) Case Nutrition Dietician Visit (<i>SINGLE VISIT</i>) <ul style="list-style-type: none"> • Presentation + Individual Dietician Sessions: (\$400-\$1200 + travel from Pittsburgh) • This can be either in addition to, or in place of the session provided by WW ("Nutrition Basics", \$600))
March	Fitness	\$600	Year-long general fitness program (\$200) + example workouts (\$300)
April	Lifting Mechanics	\$800	
May	<i>Fitness Assessments (JCU)</i>	--	Requested Topic- \$600
June	Functional Movement with Demo	\$600	FMS + Corrective Exercises- \$50/person
July	Hydration	\$600	Water Bottles (~\$300)
August	Neuromotor Training	\$800	
September	Mental Health with Dr. Ashley Clausen (Virtual)	\$800	In Person Visit (\$800+ flight) in place of the virtual session (\$800) <ul style="list-style-type: none"> • <i>Will take place on a Friday/Saturday/Sunday.</i>
October	<i>Incentive Testing</i>	--	Requested Topic- \$600
November	Stress Management	\$600	
December	Sleep Hygiene	\$600	Sleep Diary- \$50 per person
TOTAL:		\$6600	

"Base Cost" assumes three presentations on three consecutive days to cover all three shifts.

Exhibit B

Wellness Works of Cleveland Wellness Program Consent and Waiver of Liability

Explanation of Wellness Program:

The focus of this wellness program is to provide educational sessions and activities to improve health and well-being. As such, the wellness program may include educational lecture series and other fitness, nutrition, or other wellness related activities. Participation in the wellness program and associated activities is voluntary, and self-regulated based on your own comfort level, medical history, and fitness level.

Risks and Discomforts:

Participation in wellness program activities may cause physical changes. These changes can include muscle and joint pain or discomfort; abnormal blood pressure; fast or slow heart rhythm; fainting; and in rare cases heart attack, stroke, or death.

As the participant, you are responsible for:

- Determining if you are physically and medically able to participate in an activity.
- Determining whether you can or should discontinue participation in the activity, or take other actions, to protect your health or safety, before, during, and after an activity.
- Reporting any unusual feelings or symptoms during the wellness program and associated activities to prevent and minimize risks.
- Conducting yourself in a safe and reasonable manner and will not participate in any activity while under the influence of medication not prescribed by your physician, drugs or alcohol, or while suffering from any medical, health or other condition (including, but not limited to, illness or injury), that might in some manner potentially cause harm to injury to yourself, to another participant, or to the priority of the Wellness Works of Cleveland.
- Following instructions and recommendations made by the staff to minimize injury (i.e. proper warm-up and cool-down, form, etc.); however, muscle soreness can occur after activity and may last for 24 to 48 hours.

To promote your safety, you are encouraged to ask questions and state any concerns. Further explanation can be given on any part of the wellness program or associated activities.

Benefits of Participation:

Participation in this wellness program will provide you with information to improve your overall health and wellness.

Confidentiality/Retention of Personal Data:

All information obtained throughout the program by The Wellness Works of Cleveland will be retained and stored in a confidential manner consistent with the wellness program's provisions. All paper data will be stored in a locked cabinet in a locked room, and all digital data is stored on a secure computer network.

Consent and Waiver:

This is to certify that I, _____, have read this form and understand the requirements for the wellness program and related activities and the associated risks and discomforts. I understand that my participation is voluntary and self-regulated, and I consent to participate in the program. I understand that the professionals offering the activities as part of the Wellness Program are not medical professionals. I accept the fact that the skills and competencies of some employees and/or volunteers will vary according to their training and experience and that no claim is made to offer assessment or treatment of any mental or physical disease or condition by those who are not fully licensed, certified, or registered. I have been given an opportunity to ask whatever questions I may have had about the program, and all such questions and inquiries have been answered to my satisfaction. I understand I am free to not provide or disclose any answer to specific items or questions in interviews or questionnaires. I understand that any data or answers to questions will be retained and used by The Wellness Works of Cleveland in a confidential manner, consistent with the program's provisions.

I agree to indemnify, defend, and hold harmless The Wellness Works of Cleveland and its directors, officers, employees, agents, representatives and volunteers from and against any and all claims, liability, loss, damage, expense, and costs of any kind (including but not limited to those based on any injury, loss, death, damage, or harm to property or persons, including myself and any third party) arising from the activities I engage in as part of my participation in this wellness program (including without limitation attorneys' fees, costs, and expenses of any litigation, arbitration, or other proceeding).

Participant Signature

Date

Witness Signature

Date

ORDINANCE NO. 2021-63

INTRODUCED BY: MAYOR MICHAEL DYLAN BRENNAN

AN ORDINANCE AMENDING ORDINANCE 2021-45 AUTHORIZING PERMANENT APPROPRIATIONS FOR CURRENT AND OTHER EXPENDITURES OF THE CITY OF UNIVERSITY HEIGHTS, OHIO FOR THE PERIOD COMMENCING JANUARY 1, 2021 AND ENDING DECEMBER 31, 2021 AND DECLARING AN EMERGENCY

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

Section 1. To provide for the current expenses and other expenditures for the City of University Heights, Ohio for the period commencing January 1, 2021 and ending December 31, 2021, City Council authorizes the Amended Permanent Appropriations as herein set forth as Attachment A.

Section 2. The Council finds and determined that all formal actions of this Council relating to the adoption of this Ordinance have been taken at open meetings of this Council, and that deliberations of this Council and of its committees, resulting in such formal action, took place in meetings open to the public, in compliance with all statutory requirements including the requirements of Section 121.22 of the Ohio Revised Code.

Section 3. 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**

**CITY OF UNIVERSITY HEIGHTS
INTEROFFICE MEMORANDUM**

TO: KELLY THOMAS, CLERK OF COUNCIL

FROM: DENNIS KENNEDY, FINANCE DIRECTOR

SUBJECT: 2021 YEAR END FINAL APPROPRIATIONS

DATE: DECEMBER 16, 2021

CC: MAYOR BRENNAN, CITY COUNCIL

Attached to this correspondence is a schedule of final appropriations for Fiscal 2021 that should be added to the December 20, 2021 Council agenda. This schedule provides for estimates of final expenditures for 2021 to adjust for items not contemplated in the original 2021 budget and for minor adjustments to provide for realignment of expenses into correct cost centers.

An explanation for each change to the budget is included below by reference number on the attachment. Column A in the attachment provides the current fund balance for each fund that contains appropriation. Column B is the net change (+/-/\$0) for each line within each specific fund.

The net change to the entire budget (all funds) is a reduction of \$106,550. Increases in the General Fund primarily support approval of two labor contracts in 2021 (Fire and Service) that were not included in the original 2021 appropriations.

Here are the references for changes included in Attachment A:

- 1) Increase in Salary appropriations to provide for retroactive wage adjustments and associated benefit costs for Fire contract and overtime and backfill expense to be reimbursed by FEMA grant. Increase in Other appropriation to support FEMA training expenses to be reimbursed. Total change is increase of \$128,100.
- 2) Net increase of \$5,000 in Fire Prevention to Salary appropriations to support wage and benefit costs.
- 3) Net increase in Building Department appropriations to support estimated remaining invoices due from Safe Built. Total increase needed is \$75,000. Projected expense for outsourced Building services when contract was approved were understated. Total 2021 costs will be less than 2019 costs (last year of internally managed Building Department).
- 4) A reduction in estimated Salary appropriation for Community Development of \$10,000. There was a lapse in personnel during the year that created this excess.
- 5) A reduction of \$70,000 in Economic Development for zoning study that will not be completed/awarded in 2021. The new estimated expense associated with this service will be included in the 2022 budget.
- 6) Increase in Salary appropriation for the Pool. A reduction in Salary appropriation for Recreation - Entertainment in the same amount (\$3,600) will fund the increase.

2021 YEAR END APPROPRIATIONS

- 7) See 6) above. Reducing Salary appropriation by \$3,600.
- 8) An increase to Salary appropriation for the Service Department to support increases in the new labor agreement. Additional \$8,250 needed in this cost center.
- 9) An increase to Salary appropriation for the Lands & Buildings to support increases in the new labor agreement. Additional \$21,000 estimated as required
- 10) Realignment of appropriation in Refuse Collection. Net decrease of \$6,500. Increase in Salary appropriation of \$13,500 for new labor costs offset by \$20,000 reduction in Other expenses.
- 11) Increase of \$25,000 for contract expenses for City Engineer. These costs are associated with the Dominion/East Ohio project that were not included in the original budget. A total of \$50,763.50 has been billed to Dominion in 2021 and reimbursement revenue will more than cover the additional appropriation requested.
- 12) Additional appropriation of \$3,600 is requested to support Police and Fire examination costs not sufficiently estimated in the original 2021 budget.
- 13) An increase in Finance Other expense appropriations of \$46,500. Increased tax collections resulted in higher fees due RITA. Council approved REA & Associates project expenses were charged to Finance but not include in the original 2021 budget.
- 14) An increase of \$10,500 to contracted expenses for the Law Department to support possible billings incurred prior to year-end.
- 15) A reduction of \$5,000 to Salary appropriations for Community Relations due to retirement of employee mid-year.
- 16) A reduction of \$8,000 in transfers and advances for an advance not required as originally estimated.

Total increase in General Fund appropriations is +\$223,450.

- 17) Reduction of \$100,000 in Street Maintenance contract expenses due to deferment of street projects in 2021.
- 18) Reduction of \$200,000 in Sewer Maintenance contract expenses due to deferment of sewer projects in 2021.
- 19) Increase of \$40,000 in Shade Tree Maintenance contract expenses to support 2020 fund expenses not completed until 2021. Final appropriation in this fund is still lower than the original 2021 budgeted amount from March.
- 20) A reduction of \$10,000 in State and Local Law Enforcement funds not required in 2021.
- 21) An increase of \$1,000 in the Federal Law Enforcement appropriation to support new ballistic vests procured in 2021.
- 22) An increase of \$3,000 in the BCI/FBI background expense line. Original projections were not sufficient to cover the increase in background checks conducted. Fees charged for these services support the expenses.
- 23) An increase of \$1,500 to support Ohio Building Standard Board fees. Original appropriation did not sufficiently provide for increase in permits.
- 24) A decrease of \$10,000 in original Construction Deposit appropriations not needed by year-end.
- 25) A reduction of \$2,500 in Performance Bond appropriation not needed.

2021 YEAR END APPROPRIATIONS

- 26) A reduction of \$10,000 in Debt Service appropriations not necessary; all debt obligations have been satisfied for 2021.
- 27) A \$43,000 reduction in Capital Improvement Fund appropriations originally dedicated to a potential replacement phone system. The 2022 budget should include a provision for his expense in conjunction with a review of all IT infrastructure for the City.

Total net effect on other funds is -\$330,000. *Total impact on all funds including the General Fund is an overall appropriation reduction of \$106,550.*

Attachment A included with Ordinance

CITY OF UNIVERSITY HEIGHTS
 PERMANENT APPROPRIATIONS FOR THE YEAR JANUARY 1, 2021 - DECEMBER 31, 2021

ATTACHMENT A

FUND	DEPT	DESCRIPTION	SALARY	OTHER EXP	TOTAL BUDGET	A	B	REF
						UNENC FUND BAL	EOY CHANGE	
100	1100	Public Safety	\$ -	\$ 1,400	\$ 1,400			
100	1110	Police	\$ 4,146,410	\$ 309,450	\$ 4,455,860			
100	1120	Fire	\$ 3,993,760	\$ 310,940	\$ 4,304,700		\$ 128,100	1
100	1121	Fire Prevention	\$ 311,965	\$ 36,500	\$ 348,465		\$ 5,000	2
100	1130	Dispatch	\$ -	\$ 418,000	\$ 418,000			
100	1140	Traffic Control	\$ 98,500	\$ 137,655	\$ 236,155			
100	1150	Animal Control	\$ -	\$ 12,000	\$ 12,000			
100	1160	Prisoner Housing	\$ -	\$ 130,000	\$ 130,000			
100	1170	Prosecutor	\$ 69,200	\$ 2,320	\$ 71,520			
100	1180	Courts	\$ -	\$ 40,000	\$ 40,000			
100	1190	County Health Department	\$ -	\$ 73,788	\$ 73,788			
100	1210	Building Department	\$ 60,100	\$ 358,165	\$ 418,265		\$ 75,000	3
100	1220	Housing Department	\$ 232,725	\$ 40,025	\$ 272,750			
100	1230	Community Development	\$ 29,440	\$ 4,620	\$ 34,060		\$ (10,000)	4
100	1240	Economic Development	\$ 106,075	\$ 12,300	\$ 118,375		\$ (70,000)	5
100	1310	Pool Activity	\$ 210,870	\$ 105,675	\$ 316,545		\$ -	
100	1320	Summer Recreation Activity	\$ 25,065	\$ 4,600	\$ 29,665		\$ 3,600	6
100	1330	Recreation - Entertainment	\$ -	\$ 32,330	\$ 32,330		\$ (3,600)	7
100	1400	Service Department	\$ 535,770	\$ 44,000	\$ 579,770		\$ 8,250	8
100	1410	Lands & Buildings	\$ 110,740	\$ 230,615	\$ 341,355		\$ 21,000	9
100	1420	Refuse Collection	\$ 853,600	\$ 322,830	\$ 1,176,430		\$ (6,500)	10
100	1470	City Engineer	\$ 12,400	\$ 69,000	\$ 81,400		\$ 25,000	11
100	1510	Civil Service Commission	\$ 3,000	\$ 13,600	\$ 16,600		\$ 3,600	12
100	1520	City Planning Commission	\$ 2,500	\$ 5,450	\$ 7,950			
100	1530	Board of Zoning Appeals	\$ 3,000	\$ 2,600	\$ 5,600			
100	1540	Architectural Review	\$ 3,000	\$ 2,250	\$ 5,250			
100	1600	General Administration	\$ 70,795	\$ 364,740	\$ 435,535			
100	1610	Mayor's Office	\$ 186,615	\$ 18,195	\$ 204,810			
100	1620	City Council	\$ 126,500	\$ 34,435	\$ 160,935			
100	1630	Finance Department	\$ 267,675	\$ 365,950	\$ 633,625		\$ 46,500	13
100	1640	Law Department	\$ 79,500	\$ 227,350	\$ 306,850		\$ 10,500	14
100	1650	Civic Engagement	\$ 86,600	\$ 41,740	\$ 128,340		\$ -	
100	1660	Community Relations	\$ 1,870	\$ 16,790	\$ 18,660		\$ (5,000)	15
100	1999	Transfers/Advances Out	\$ -	\$ 457,618	\$ 457,618		\$ (8,000)	16
					\$ 15,874,606	\$ 5,670,997	\$ 223,450	

18-Dec-21

Amend #3 - Final

CITY OF UNIVERSITY HEIGHTS
 PERMANENT APPROPRIATIONS FOR THE YEAR JANUARY 1, 2021 - DECEMBER 31, 2021

ATTACHMENT A

FUND	DEPT	DESCRIPTION	SALARY	OTHER EXP	TOTAL BUDGET	A		B	
						UNENC FUND BAL	EOY CHANGE	REF	
100	1100	Public Safety	\$ -	\$ 1,400	\$ 1,400				
100	1110	Police	\$ 4,146,410	\$ 309,450	\$ 4,455,860				
100	1120	Fire	\$ 3,993,760	\$ 310,940	\$ 4,304,700		\$ 128,100	1	
100	1121	Fire Prevention	\$ 311,965	\$ 36,500	\$ 348,465		\$ 5,000	2	
100	1130	Dispatch	\$ -	\$ 418,000	\$ 418,000				
100	1140	Traffic Control	\$ 98,500	\$ 137,655	\$ 236,155				
100	1150	Animal Control	\$ -	\$ 12,000	\$ 12,000				
100	1160	Prisoner Housing	\$ -	\$ 130,000	\$ 130,000				
100	1170	Prosecutor	\$ 69,200	\$ 2,320	\$ 71,520				
100	1180	Courts	\$ -	\$ 40,000	\$ 40,000				
100	1190	County Health Department	\$ -	\$ 73,788	\$ 73,788				
100	1210	Building Department	\$ 60,100	\$ 358,165	\$ 418,265		\$ 75,000	3	
100	1220	Housing Department	\$ 232,725	\$ 40,025	\$ 272,750				
100	1230	Community Development	\$ 29,440	\$ 4,620	\$ 34,060		\$ (10,000)	4	
100	1240	Economic Development	\$ 106,075	\$ 12,300	\$ 118,375		\$ (70,000)	5	
100	1310	Pool Activity	\$ 210,870	\$ 105,675	\$ 316,545		\$ -		
100	1320	Summer Recreation Activity	\$ 25,065	\$ 4,600	\$ 29,665		\$ 3,600	6	
100	1330	Recreation - Entertainment	\$ -	\$ 32,330	\$ 32,330		\$ (3,600)	7	
100	1400	Service Department	\$ 535,770	\$ 44,000	\$ 579,770		\$ 8,250	8	
100	1410	Lands & Buildings	\$ 110,740	\$ 230,615	\$ 341,355		\$ 21,000	9	
100	1420	Refuse Collection	\$ 853,600	\$ 322,830	\$ 1,176,430		\$ (6,500)	10	
100	1470	City Engineer	\$ 12,400	\$ 69,000	\$ 81,400		\$ 25,000	11	
100	1510	Civil Service Commission	\$ 3,000	\$ 13,600	\$ 16,600		\$ 3,600	12	
100	1520	City Planning Commission	\$ 2,500	\$ 5,450	\$ 7,950				
100	1530	Board of Zoning Appeals	\$ 3,000	\$ 2,600	\$ 5,600				
100	1540	Architectural Review	\$ 3,000	\$ 2,250	\$ 5,250				
100	1600	General Administration	\$ 70,795	\$ 364,740	\$ 435,535				
100	1610	Mayor's Office	\$ 186,615	\$ 18,195	\$ 204,810				
100	1620	City Council	\$ 126,500	\$ 34,435	\$ 160,935				
100	1630	Finance Department	\$ 267,675	\$ 365,950	\$ 633,625		\$ 46,500	13	
100	1640	Law Department	\$ 79,500	\$ 227,350	\$ 306,850		\$ 10,500	14	
100	1650	Civic Engagement	\$ 86,600	\$ 41,740	\$ 128,340		\$ -		
100	1660	Community Relations	\$ 1,870	\$ 16,790	\$ 18,660		\$ (5,000)	15	
100	1999	Transfers/Advances Out	\$ -	\$ 457,618	\$ 457,618		\$ (8,000)	16	
					\$ 15,874,606	\$ 5,670,997	\$ 223,450		

18-Dec-21

Amend #3 - Final