

**CITY OF DELAWARE
CITY COUNCIL
MEETING TO BE HELD VIRTUALLY VIA CISCO Webex **
7:00 P.M. MEETING**

AGENDA

7:00 P.M.

NOVEMBER 23, 2020

1. ROLL CALL
2. INVOCATION – Nicol Ghazi, Islamic Center of Delaware County
3. APPROVAL of the Motion Summary of the regular meeting of Council held on November 9, 2020, as recorded and transcribed.
APPROVAL of the Motion Summary of the budget work session meeting of Council held on November 12, 2020, as recorded and transcribed.
4. CONSENT AGENDA
 - A. Acceptance of the Motion Summary of the Public Works Committee meeting held on August 4, 2020, as recorded and transcribed.
 - B. Acceptance of the Motion Summary of the Board of Zoning Appeals meeting held on September 9, 2020, as recorded and transcribed.
 - C. Resolution No. 20-65, a resolution authorizing the City Manager to enter into a Local Public Agency (LPA) agreement with the Ohio Department of Transportation (ODOT) for the Cityside Signals Upgrade Phase 1 Project and construct the project.
 - D. Resolution No. 20-66, a resolution authorizing the City Manager to enter into a Local Public Agency (LPA) agreement with the Ohio Department of Transportation (ODOT) for the US 23 and Hull Drive Safety Improvements Project, DEL-23-9.74, and to execute contracts and construct the project.
 - E. Resolution No. 20-67, a resolution authorizing the City Manager to enter into a Local Public Agency (LPA) Agreement with the Ohio Department of Transportation (ODOT) for the US 23 Bridge Repair Project (PID 109156), Design Phase DEL-23-7.60-, and to execute contracts.
 - F. Resolution No. 20-68, a resolution cancelling the second regular meeting of City Council, December 28, 2020.
 - G. Resolution No. 20-69, a resolution appointing members to various boards, commissions, and/or committees, and specifying the term of the appointment.
5. LETTERS, PETITIONS, AND PUBLIC COMMENTS
Due to the meeting being held virtually, written public comment, maximum 500 words, is requested to be received before 3p.m. the date of the meeting through email at emccloskey@delawareohio.net. To provide live public comment please email emccloskey@delawareohio.net to sign

up by 3 p.m. the date of the meeting. Name and address are required for public comment. Comments received on Facebook may have to be addressed by staff subsequent to the meeting.

6. COMMITTEE REPORTS
7. PRESENTATION
 - A. Proclamation recognizing Small Business Saturday – November 28, 2020
8. THIRD READING of Ordinance No. 20-69, an ordinance making appropriations for the Year 2021 and declaring an emergency.
9. THIRD READING of Ordinance No. 20-71, an ordinance amending Section 197.02 of the Schedule of Fees and Services Charges.
10. THIRD READING of Ordinance No. 20-72, an ordinance amending the Management, Professional, Technical, Confidential, and Supervisory Employees Pay Plan and declaring an emergency.
11. THIRD READING of Ordinance No. 20-73, an ordinance amending Ordinance No. 19-71 establishing the pay and benefits for various part-time and intermittent/seasonal employees of the City of Delaware and declaring an emergency.
12. THIRD READING of Ordinance No. 20-74, an ordinance amending the Delaware Municipal Court and Clerk of Court Employee Benefits and Leave Policies and declaring an emergency.
13. SECOND READING of Ordinance No. 20-76, an ordinance establishing the salary and benefits of the Council Clerk and declaring an emergency.
14. SECOND READING of Ordinance No. 20-77, an ordinance amending the employment agreement with the City Manager and declaring an emergency.
15. SECOND READING of Ordinance No. 20-78, an ordinance establishing new salary rates for the Mayor and Members of City Council effective January 1, 2022 and repealing Ordinance No. 18-113.
16. SECOND READING of Ordinance No. 20-79, an ordinance supplementing the 2020 Appropriation Ordinance and declaring an emergency.
17. SECOND READING of Ordinance No. 20-80, an ordinance supplementing the 2020 Appropriations Ordinance to provide funding to purchase the properties located at 7 Spring Street and 27 Spring Street, Delaware, Ohio and declaring an emergency.

18. SECOND READING of Ordinance No. 20-81, an ordinance appropriating the City's Coronavirus Relief Fund payment to the City's COVID-19 response, directing the City Manager to continue to employ the City's internal response to the pandemic and establish certain grant programs with Delaware local organizations and public health service agencies, and declaring an emergency. **(To Be Tabled)**
19. CONSIDERATION of Ordinance No. 20-82, an ordinance appropriating the City's Coronavirus Relief Fund payment to the City's COVID-19 response, directing the City Manager to continue to employ the City's internal response to the pandemic and establish certain grant programs with Delaware local organizations and public health service agencies, and declaring an emergency.
20. FINANCE DIRECTOR'S REPORT
21. CITY MANAGER'S REPORT & COVID-19 UPDATE:
22. COUNCIL COMMENTS
23. EXECUTIVE SESSION: pursuant to Ohio Revised Code Section 121.22 (G) (3) pending or imminent court action, Section 121.22 (G) (1) personnel, Section 121.22 (G) (5) matters required to be kept confidential by State statute, Section 121.22 (G) (2) acquisition of property for public purpose and 121.22(G) (8) consideration of confidential information related to a request for economic development assistance. (if necessary)
24. ADJOURNMENT

** This meeting will be a virtual meeting. Residents are encouraged to view online through the City of Delaware Facebook page. To comply with the CDC recommendation prohibiting group meetings, no in person attendance by Council, staff, or the public will be available.

RECORD OF PROCEEDINGS

Delaware City Council

Minutes of

Meeting

GOVERNMENT FORMS & SUPPLIES 844-224-3338 FORM NO. 10148

November 9

20

Held _____ 20 _____

The regular meeting of Council held on November 9, 2020 and was called to order at 7:00 p.m. and was held remotely through Cisco Webex and streamed Live through Facebook due to the State of Emergency – Executive Order 2020-01D. The following members of Council were remotely present: First Ward Chris Jones, Third Ward Cory Hoffman, Fourth Ward Drew Farrell, At-Large George Hellinger, Vice-Mayor Kent Shafer and Mayor Riggle who presided. Absent from the meeting was Second Ward Lisa Keller. The invocation was delivered by Reverend Gunnar Cerda, Ohio Health Pastoral Care.

Staff Present Remotely: Dave Efland, Planning and Community Development Director, Justin Nahvi, Finance Director, Jessica Feller, Human Resource Manager, Bruce Pijanowski, Police Chief, John Donahue, Fire Chief, Blake Jordan, Public Utilities Director, Natalia Harris, City Attorney, Kyle Kridler, Assistant City Manager, and Tom Homan, City Manager

Motion to Excuse: Vice-Mayor Shafer motioned to excuse Councilmember Keller, seconded by Mr. Hoffman. Motion approved by a 6-0 vote.

ITEM 3: APPROVAL OF MINUTES

APPROVAL of the Motion Summary of the regular meeting of Council held on October 26, 2020, as recorded and transcribed.

APPROVAL of the Motion Summary of the special meeting of Council held on October 21, 2020, as recorded and transcribed.

APPROVAL of the Motion Summary of the budget work session meeting of Council held on November 2, 2020, as recorded and transcribed.

Motion: Vice-Mayor Shafer motioned to approve the Motion Summary of the regular meeting of Council held on October 26, 2020, as recorded and transcribed, the special meeting of Council held on October 21, 2020, as recorded and transcribed, and the budget work session meeting held on November 2, 2020, as recorded and transcribed, seconded by Mr. Farrell. Motion approved by a 6-0 vote.

ITEM 4: CONSENT AGENDA

A. Acceptance of the Motion Summary of the Finance Committee meeting held on September 21, 2020, as recorded and transcribed.

B. Acceptance of the Motion Summary of the Public Works Committee meeting held on February 4, 2020, as recorded and transcribed.

C. Resolution No. 20-63, a resolution authorizing the City Manager to sign and enter into an intergovernmental agreement with the Delaware County Commissioners for Indigent Defense Services for Municipal Code Violations.

Motion: Vice-Mayor Shafer motioned to approve the Consent Agenda, seconded by Mr. Hoffman. Motion approved by a 6-0 vote.

ITEM 5: LETTERS, PETITIONS, AND PUBLIC COMMENTS

There was no public comment request or submissions.

November 9

20

Held _____ 20 _____

ITEM 6: COMMITTEE REPORTS

Mr. Jones provided information on the upcoming Public Works meeting.

Mr. Hoffman provided information on the upcoming Board of Zoning Appeals meeting.

Vice-Mayor Shafer provided information on the upcoming Civil Service Commission meeting.

ITEM 7: PRESENTATION

A. Municipal Courts – Cindy Dinovo, Clerk of Courts and Judge Marianne Hemmeter

Judge Hemmeter discussed the challenges the court faced due to the pandemic. The court cases are currently down with criminal cases and traffic cases down. Search warrants are up and there has been an increase in domestic violence cases and public indecency. Civil filings are down, but evictions are done. She discussed how moratorium on evictions if certain criteria are met was set by executive order due to the pandemic. Although cases are down there is still a large case load. Although there is an impact to the budget due to the decline in cases she discussed that the courts are not a revenue business and that regardless the courts must provide services.

Clerk Dinovo discussed that they are currently down approximately 4,000 waivers. She discussed that they are revamping the basement due to storage issues. This process will take place in two stages. She expects to see an influx of eviction cases once the moratorium is over in January. She discussed the changes to the Municipal Court Employees and Clerk of Courts Employee Benefits.

B. Finance – Justin Nahvi, Finance Director

Mr. Nahvi reviewed 2020 accomplishments from the Finance Department. These accomplishments included a 2019 CAFR Auditor of State Award of Distinction, publication of the 2019 Popular Annual Financial Report, Transition to Chase Bank for Depository Services, implementation of Authority Tax Accounting System, implementation of the MUSIC Financials ERP Module, implementation of credit card acceptance for Public Works, Planning and Police, streamlining of payroll and purchase order processing, and transition to a new vendor for print/mail of utility bills with Huntington National Bank. He discussed the goals for 2021 including the implementation of MUNIS. He discussed that the pandemic has not materially impacted or delayed any projects or initiatives currently overseen by the Finance Department. He discussed his staff able to provide good customer service even while telecommunicating.

C. Public Utilities – Blake Jordan, Public Utilities Director

Mr. Jordan reviewed the projects that occurred in 2020 including the replacement for the 1,500 ft of waterline on Lincoln Avenue, repair and painting of City’s west water tower, replacement of

RECORD OF PROCEEDINGS

Delaware City Council

Minutes of

Meeting

GOVERNMENT FORMS & SUPPLIES 844-224-3338 FORM NO. 10148

November 9

20

Held

20

large sized storm piping through Oak Grove Cemetery, emergency coordination of US 42 sewer replacement, addition of new Project Manager position, and reorganization of the department. He discussed that his department completed 2,228 active work orders and responded to 674 customer service requests. Also discussed was the staff scheduling into 3 rotating teams during the height of the COVID-19 emergency declaration. He discussed that some projects needed schedule adjustments relating to the pandemic.

Mr. Jordan discussed goals for 2021 which include the continuation of replacement of aging waterlines, water quality study and plan for focused repair of the Delaware Run, water master plan update, Riverby community tie-in to City's sewer system and large scale plant improvement projects. Other goals include the construction phase of Panhandle/RT. 42 waterline loop and sewer inflow and infiltration remediation.

D. Legal – Natalia Harris, City Attorney

Ms. Harris provided information on staffing changes including her appointment as new City Attorney in October and combining two non-attorney part time positions into one attorney part time position. She reviewed statistics on case prosecutions, which had a decrease from 2019 and the response to COVID-19. She discussed that the pandemic has not materially impacted or delayed any projects or initiatives currently overseen by the Legal Department.

She discussed the goals for 2021 including the hiring of a new City Prosecutor and to begin working towards more efficient and effective internal management of digital evidence received from each of the law enforcement agencies for which the office prosecutes.

E. CMO – Lee Yoakum, Community Affairs Coordinator

Mr. Yoakum discussed efforts to increase digital campaigns and provide information to the residents. He reviewed the Del-AWARE App and Del-Net launch. He discussed using social media to communicate with residents and to be effective there is a need to post often, establish digital as the best way to get information, produce videos and share positive stories. The Community Affairs department has adopted a citizens-first approach. He discussed plans for 2021 to include website updates, video marketing and promotion of local businesses, drone training and Citizen's Academy.

ITEM 8: ORDINANCE NO. 20-69 [Public Hearing and Second Reading]

AN ORDINANCE MAKING APPROPRIATIONS FOR THE YEAR 2021 AND DECLARING AN EMERGENCY.

The Clerk read the ordinance for the second time. There was no public comment.

RECORD OF PROCEEDINGS

Minutes of

Delaware City Council

Meeting

GOVERNMENT FORMS & SUPPLIES 844-224-3338 FORM NO. 10148

November 9

20

Held _____ 20 _____

Motion: Vice-Mayor Shafer motioned to close the public hearing, seconded by Mr. Hoffman. Motion approved by a 6-0 vote.

ITEM 9: ORDINANCE NO. 20-71 [Public Hearing and Second Reading]

AN ORDINANCE AMENDING SECTION 197.02 OF THE SCHEDULE OF FEES AND SERVICES CHARGES.

The Clerk read the ordinance for the second time. There was no public comment.

Motion: Vice-Mayor Shafer motioned to close the public hearing, seconded by Mr. Hoffman. Motion approved by a 6-0 vote.

ITEM 10: ORDINANCE NO. 20-72 [Second Reading]

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

The Clerk read the ordinance for the second time. Ordinance No. 20-72 will go to a third reading.

ITEM 11: ORDINANCE NO. 20-73 [Second Reading]

AN ORDINANCE AMENDING ORDINANCE NO. 19-71 ESTABLISHING THE PAY AND BENEFITS FOR VARIOUS PART-TIME AND INTERMITTENT/SEASONAL EMPLOYEES OF THE CITY OF DELAWARE AND DECLARING AN EMERGENCY.

The Clerk read the ordinance for the second time. Ordinance No. 20-73 will go to a third reading.

ITEM 12: ORDINANCE NO. 20-74 [Second Reading]

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

The Clerk read the ordinance for the second time. Ordinance No. 20-74 will go to third reading.

ITEM 13: RESOLUTION NO. 20-64 [Second Reading]

A RESOLUTION INDICATING WHAT SERVICES THE CITY OF DELAWARE WILL PROVIDE TO 32.475± ACRES OF LAND, MORE OR LESS, DESCRIPTION AND MAP ARE ATTACHED HERETO FOR THE ANNEXATION KNOWN AT THE ROUTE 36 PARTNERS LLC AND CHARLES R. DAVIS ANNEXATION BY MICHAEL R. SHADE, AGENT FOR THE PETITIONERS.

The Clerk read the resolution for the first time.

APPLICANT:

Michael R. Shade
Agent for the Petitioners
Shade and Shade LLC
236 West Central Avenue
Delaware, Ohio 43015

RECORD OF PROCEEDINGS

Delaware City Council

Minutes of

Meeting

GOVERNMENT FORMS & SUPPLIES 844-224-3338 FORM NO. 10148

November 9

20

Held _____ 20 _____

Motion: Vice-Mayor Shafer motioned to approve Resolution No. 20-64, seconded by Mr. Hoffman. Motion approved by a 6-0 vote.

ITEM 14: ORDINANCE NO. 20-76 [First Reading]
AN ORDINANCE ESTABLISHING THE SALARY AND BENEFITS OF THE COUNCIL CLERK AND DECLARING AN EMERGENCY.

The Clerk read the ordinance for the first time. Ordinance No. 20-76 will have a second reading.

ITEM 15: ORDINANCE NO. 20-77 [First Reading]
AN ORDINANCE AMENDING THE EMPLOYMENT AGREEMENT WITH THE CITY MANAGER AND DECLARING AN EMERGENCY.

The Clerk read the ordinance for the first time. Ordinance No. 20-77 will have a second reading.

ITEM 16: ORDINANCE NO. 20-78 [First Reading]
AN ORDINANCE ESTABLISHING NEW SALARY RATES FOR THE MAYOR AND MEMBERS OF CITY COUNCIL EFFECTIVE JANUARY 1, 2022 AND REPEALING ORDINANCE NO. 18-113.

The Clerk read the ordinance for the first time. Ordinance No. 20-78 will have a second reading.

ITEM 17: ORDINANCE NO. 20-79 [First Reading]
AN ORDINANCE SUPPLEMENTING THE 2020 APPROPRIATION ORDINANCE AND DECLARING AN EMERGENCY.

The Clerk read the ordinance for the first time. Ordinance No. 20-79 will have a second reading.

ITEM 18: ORDINANCE NO. 20-80 [First Reading]
AN ORDINANCE SUPPLEMENTING THE 2020 APPROPRIATIONS ORDINANCE TO PROVIDE FUNDING TO PURCHASE THE PROPERTIES LOCATED AT 11 SPRING STREET AND 27 SPRING STREET, DELAWARE, OHIO AND DECLARING AN EMERGENCY.

The Clerk read the ordinance for the first time. Ordinance No. 20-80 will have a second reading.

ITEM 19: ORDINANCE NO. 20-81 [First Reading]
AN ORDINANCE APPROPRIATING THE CITY'S CORONAVIRUS RELIEF FUND PAYMENT TO THE CITY'S COVID-19 RESPONSE, DIRECTING THE CITY MANAGER TO CONTINUE TO EMPLOY THE CITY'S INTERNAL RESPONSE TO THE PANDEMIC AND ESTABLISH CERTAIN GRANT PROGRAMS WITH DELAWARE LOCAL ORGANIZATIONS AND PUBLIC HEALTH SERVICE AGENCIES, AND DECLARING AN EMERGENCY.

The Clerk read the ordinance for the first time. Ordinance No. 20-81 will have a second reading.

ITEM 20: CITY MANAGER'S REPORT & COVID-19 UPDATE
Mr. Homan discussed that he will be providing a recommendation regarding the continuation of the DORA and marketing at the next

RECORD OF PROCEEDINGS

Delaware City Council

Minutes of

Meeting

GOVERNMENT FORMS & SUPPLIES 844-224-3338 FORM NO. 10148

November 9

20

Held _____

20 _____

meeting. There was a staff supervisory meeting to discuss the importance of COVID precautions as cases continue to increase. He discussed that Ironman recently had an event and how they created it with social distancing. Events to that normally are held will need to be discussed on how to plan ahead for 2021. He discussed a resolution that was passed by Grove City, Ohio City Council requesting the extension of virtual meetings and that similar legislation will be brought before Council.

ITEM 21: COUNCIL COMMENTS

Mr. Jones reminded Council to attend the rededication of Veterans Memorial at the Delaware County Courthouse.

Mr. Hoffman discussed marketing and signage techniques used in Powell, Ohio for DORA. He also voiced a concern on the staff sick leave policy and the need to have preventative care.

Mr. Farrell discussed meeting with a developer regarding potential future development along Channing Street and that a community meeting will be held for community input and involvement.

Mayor Riggle also provided information on the rededication of Veterans Memorial on Veterans Day. She provided dates that she will be out of town.

ITEM 22: EXECUTIVE SESSION: pursuant to Ohio Revised Code Section 121.22 (G) (3) pending or imminent court action, Section 121.22 (G) (1) personnel, Section 121.22 (G) (5) matters required to be kept confidential by State statute, Section 121.22 (G) (2) acquisition of property for public purpose and 121.22(G) (8) consideration of confidential information related to a request for economic development assistance. (if necessary)

Executive Session deemed not necessary.

ITEM 23: ADJOURNMENT

Motion: Vice-Mayor Shafer motioned to adjourn the meeting. The meeting adjourned at 8:44 p.m.

Mayor Carolyn Kay Riggle

Elaine McCloskey, Council Clerk

RECORD OF PROCEEDINGS

Delaware City Council

Minutes of

Meeting

GOVERNMENT FORMS & SUPPLIES 844-224-3338 FORM NO. 10148

November 12

20

Held _____

20 _____

The budget work session meeting of Council was held on November 12, 2020 and was called to order at 6:30 p.m. and was held remotely through Cisco Webex and streamed Live through Facebook due to the State of Emergency – Executive Order 2020-01D. The following members of Council were remotely present: First Ward Chris Jones, Second Ward Lisa Keller, Third Ward Cory Hoffman, At-Large George Hellinger, Vice-Mayor Kent Shafer and Mayor Riggle who presided. Absent from the meeting was Fourth Ward Drew Farrell.

Staff Present Remotely: Ted Miller, Parks and Natural Resource Director, Justin Nahvi, Finance Director, Bill Ferrigno, Public Works Director/City Engineer, Bruce Pijanowski, Police Chief, John Donahue, Fire Chief, Dave Efland, Planning and Community Development Director, Susie Daily, Information and Technology Director, Jessica Feller, Human Resource Manager, Natalia Harris, City Attorney, Kyle Kridler, Assistant City Manager, and Tom Homan, City Manager

Motion to Excuse: Vice-Mayor Shafer motioned to excuse Mr. Farrell, seconded by Mr. Hoffman. Motion approved by a 6-0 vote.

ITEM 2: CONTINUED REVIEW OF CITY MANAGER’S PROPOSED 2021 BUDGET

- a. Parks and Natural Resources – Ted Miller, Parks and Natural Resource Director

Mr. Miller reviewed accomplishments for 2020 including the upgrade of playground equipment at Mingo Park and Blue Limestone. Mingo Park had clearing on the US 23 berm, a new ADA drinking fountain installed, and a new pool pump. Veterans Park had the playground turf replaced. Smith Park had new ballfield material installed. The Parks Department assisted in the installation of the Rutherford B. Hayes statue signage. Mr. Miller reviewed the figures for Hidden Valley Golf Course, which was open for 175 days, but did have an increase in rounds played from previous years. Oak Grove Cemetery had 8 out of 14 monuments restored, with a total of 441 restored monuments. He discussed the plans demolish the caretaker house and implement the Master Plan. For urban forestry there were 136 trees removed and 123 trees planted. The arborist position was filled after a 5-month vacancy.

Mr. Miller reviewed the key recommendations for the Recreation Needs Assessment. Vice-Mayor Shafer questioned if the assessment will be presented to Council. It was discussed that this will be presented at a future meeting. This assessment focused on short-term, mid-term and long-term recommendations. He discussed goals for 2021 which include a natural play area at Boulder Park and landscape and parking lot improvements at Ross Street Park. Carson Farms Park is planned to have resurfacing of tennis courts and Veterans Park will have replacement of photos in the plaza. He discussed the goal to have new golf carts and driving range improvements.

Discussion was held regarding Parks and Recreation programming and how to manage the pool with COVID restrictions and continue athletic programing. It was discussed

RECORD OF PROCEEDINGS

Delaware City Council

Minutes of

Meeting

GOVERNMENT FORMS & SUPPLIES 844-224-3338 FORM NO. 10148

November 12

20

Held _____ 20 _____

on the reorganization of the park programming and management of Jack Florance Pool and the Mingo Recreation Center with city staff re-established and the hiring of a Recreation Program Superintendent.

b. Community Promotions Fund

Mayor Riggle discussed that the City was estimated to receive \$50,000 in Bed Tax monies and that the Community Promotions Committee met to discuss the distribution of the funds. She provided a breakdown in funds and discussed the importance of providing funds to Main Street Delaware to allow them to continue to provide services and support to downtown merchants and businesses.

c. Budget Follow-ups

ITEM 3: DISCUSSION

ITEM 4: EXECUTIVE SESSION: pursuant to Ohio Revised Code Section 121.22 (G) (3) pending or imminent court action, Section 121.22 (G) (1) personnel, Section 121.22 (G) (5) matters required to be kept confidential by State statute, Section 121.22 (G) (2) acquisition of property for public purpose and 121.22(G) (8) consideration of confidential information related to a request for economic development assistance.

Mrs. Keller motioned to enter into executive session at 7:13 p.m. This motion was seconded by Mr. Jones and approved by a 6-0 vote. Council met in executive session pursuant to Ohio Revised Code Section 121.22 (G) (3) pending or imminent court action, Section 121.22 (G) (1) personnel, Section 121.22 (G) (5) matters required to be kept confidential by State statute, Section 121.22 (G) (2) acquisition of property for public purpose and 121.22(G) (8) consideration of confidential information related to a request for economic development assistance. Council conducted a discussion of those items with the following members present: First Ward Chris Jones, Second Ward Lisa Keller, Third Ward Cory Hoffman, At-Large George Hellinger, Vice-Mayor Kent Shafer and Mayor Carolyn Kay Riggle. Absent from the discussion was Fourth Ward Drew Farrell. Staff present at executive session was Natalia Harris, City Attorney, Blake Jordan, Public Works Director, Jessica Feller, Human Resource Manager, John Donahue, Fire Chief, and Tom Homan, City Manager. Following the discussion at 8:06 p.m., it was moved by Vice-Mayor Shafer that Council move into open session, seconded by Mr. Hoffman. This motion was approved by a 6-0 vote.

RECORD OF PROCEEDINGS

Minutes of Delaware City Council

Meeting

GOVERNMENT FORMS & SUPPLIES 844-224-3338 FORM NO. 10148

November 12

20

Held _____ 20 _____

ITEM 5: ADJOURNMENT

Motion: Vice-Mayor Shafer motioned to adjourn the meeting. The meeting adjourned at 8:06 p.m.

Mayor Carolyn Kay Riggle

Elaine McCloskey, Council Clerk

PUBLIC WORKS/PUBLIC UTILITIES COMMITTEE
MOTION SUMMARY
August 4, 2020

ITEM 1. Roll Call

Chairman Jones called the virtual meeting to order at 6:04 p.m.

Members Present: Councilmember George Hellinger and Councilmember Cory Hoffman (arrived at 6:06 p.m.) and Chairman Chris Jones

City Staff Present: Bill Ferrigno, Public Works Director/City Engineer and Blake Jordan, Public Utilities Director

ITEM 2. APPROVAL of the Motion Summary of the Public Works/Public Utilities Committee meeting held February 4, 2020 as recorded and transcribed.

Motion: Mr. Hellinger moved to approve the Motion Summary of the Public Works/Public Utilities Committee meeting held February 4, 2020, seconded by Chairman Jones. Motion approved by a 2-0 vote.

Vice-Chairman Hoffman arrived at 6:06 p.m.

ITEM 3. PUBLIC COMMENTS

Martha Filipec
180 Lexington Drive
Delaware, Ohio

Ms. Filipec discussed an issue with the tree roots from a street tree. One of the roots from the tree crushed the drain pipe and had to have this replaced. She contacted the City for assistance and was told that responsibility by the City is only for sidewalk damage. She requested to take the tree down and was told that because it is a City tree that she could not have the tree removed.

ITEM 4. PRESENTATIONS:

A. Community Energy Aggregation Program – Jay Sell and Alan Samuels, Aspen Energy Corporation

PRESENTORS:

Jay Sells
Mass Markets Manager
Aspen Energy Corporation
4789 Rings Road, Suite 100
Dublin, Ohio 43017

Alan Samuels
Aspen Energy Corporation
4789 Rings Road, Suite 100
Dublin, Ohio 43017

Mr. Samuels provided information on Aspen Energy and their history. They focus on both residential and commercial electric and gas and residential aggregation. In the past two years there was a shift of focus in renewable energy. He discussed working with AEP to sell a product to customers and find a way to offer residential aggregation with deep green local assets from Ohio at a rate more competitive than utilities.

Mr. Sells discussed energy aggregation and provided reasons to move forward. He discussed the economic savings to residents. He discussed putting it on a ballot to have the citizens decide. He discussed the ability to shop all top suppliers with Aspen Energy.

B. Municipal Aggregation – Chris Bailey, AEP Energy

PRESENTORS:

Chris Bailey
Director of Community Partnerships
Residential Sales
AEP Energy
303 Marconi Blvd., Suite 400
Columbus, Ohio

Matthew DeVries
Business Development Analyst
AEP Energy
303 Marconi Blvd., Suite 400
Columbus, Ohio

Mr. Bailey discussed supplying over 70 aggregate energy products. He discussed the benefits of aggregation to reach City goals by purchasing in bulk. Opt-out aggregation reduces carbon footprints. Ohio is one of nine states that has opt-out aggregation energy. He discussed polls conducted that showed that voters want renewable energy.

The Committee was in agreement to have this topic presented before Council at a future date.

ITEM 5. REVIEW AND DISCUSSION of 2020 Pavement Ratings

Mr. Ferrigno reviewed the 2020 Pavement Ratings report and demonstrated the pavement ratings map. He discussed the existing conditions of the 174 miles of roadway that the City of Delaware is responsible for maintaining. The rating system is utilized that assigns pavement condition ratings ranging from "Good", "Fair" and "Poor". Poor ratings are roads that the City would pave today if funding was available. He discussed funding needs and goals to keep street sustainable.

ITEM 6. REVIEW and DISCUSSION of 2020 Safe Walks Program

Mr. Ferrigno discussed the City being more proactive on sidewalk hazards. He discussed that City street crews are repairing tripping hazards by surface grinding where able. This process allows for quicker and safer sidewalk networks. This process does not fix the underline problems, such as, tree roots, which can only be fixed during a conventional repair. He discussed that during the resurfacing evaluation for streets that sidewalks will be assessed at that time. He discussed procedure to property owners that are deemed responsible to the sidewalk repairs. He discussed that residents with sidewalk repair responsibilities will also be permitted to have the surface grinding work completed.

ITEM 7. REVIEW and DISCUSSION of HPS to LED Streetlight Conversion

Mr. Ferrigno discussed the capital investment to convert lamps to LED lights and the expected annual savings for energy and lower maintenance the HPS lights. He discussed one approach by committing to a 10-year plan to replace to LED lights as the HPS lights burn out. He discussed the downside to the 10-year plan with the differences of lights throughout a neighborhood. Another approach would be to consider an RFP that has a private company change out and install and the lights and agree that the paybacks be limited to what the energy savings would be. Mr. Ferrigno discussed the differences of the color and the Kelvin Scale that is used. The Committee was supportive of the change over to LED and to bring before Council for consideration on funding options.

ITEM 8. REVIEW and DISCUSSION of Single Stream Recycling Collection

Mr. Ferrigno discussed that recycling is now provided by Rumpke Recycling and that materials can be placed in one container and does not require items to be separated.

ITEM 9. STAFF COMMENTS

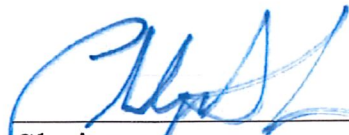
ITEM 10. MEMBER COMMENTS

Vice-Chairman Hoffman discussed a concern received regarding street tree trimming and allowing residents to trim trees.

Chairman Jones informed staff that there is a flickering streetlight in the Kroger parking lot off Houk Road.

ITEM 11. ADJOURNMENT

Motion: Mr. Hellinger motioned to adjourn the Public Works/Public Utilities Committee meeting. The meeting adjourned at 7:03 p.m.



Chairman



Elaine McCloskey, Clerk

BOARD OF ZONING APPEALS
MOTION SUMMARY
September 9, 2020

ITEM 1. Roll Call

Vice-Chairman Junk called the virtual meeting to order at 6:35 p.m.

Members Present Virtually: Todd Daughenbaugh, Robert Whitmore, Councilman Cory Hoffman, and Vice-Chairman Paul Junk and Chairman Matt Dick

Members Absent: Beth Fisher and Adam Vaughn

Staff Present Virtually: Jordan Selmek, Zoning Officer and Lance Schultz, Zoning Administrator

Motion to Excuse: Chairman Dick motioned to excuse Ms. Fisher and Mr. Vaughn, seconded by Mr. Daughenbaugh. Motion approved by a 5-0 vote.

ITEM 2. Approval of the Motion Summary of the Board of Zoning Appeals meeting held on June 10, 2020, as recorded and transcribed.

Motion: Mr. Daughenbaugh moved to approve the Motion Summary for the Board of Zoning Appeals held on June 10, 2020 meeting, seconded by Councilman Hoffman. Motion approved by a 5-0.

Vice-Chairman Junk swore in the following participants from the public for Case 2020-1633:

Terry and Carol Kee
451 West William Street
Delaware, Ohio

ITEM 3. REGULAR BUSINESS

A. 2020-1633: A request by Mr. & Mrs. Kee for approval of a front yard setback variance for two detached garages at 451 West William Street on approximately 0.227 acres on property zoned R-3 (One-Family Residential District)

Mr. Selmek reviewed the staff report. He discussed the property location and description, as well as current zoning. The owners are proposing to construct two detached 264 square foot garages and a new driveway. Mr. Selmek discussed that there is currently a shed placed in the proposed location and no existing complaints have been received on the current shed. The garages will be

pushed as close to the home as possible to reduce any impact to surrounding neighbors. The proposed garages will match the existing house in relation to design and materials. Staff has received 6 letters from surrounding neighbors in support of the variance.

APPLICANT:

Terry and Carol Kee
451 West William Street
Delaware, Ohio

Motion: Chairman Dick moved to approve 2020-1633, along with all staff conditions, finding beyond a reasonable doubt that the decision factor necessary for approval of a variance according to Chapter 1128 of the Planning and Zoning Commission are met, with the staff conditions as noted, seconded by Councilman Hoffman. Motion approved by a 5-0 vote.

Vice-Chairman Junk swore in the following participants from the public for Case 2020-1599:

Robert Pollitt
3955 Montgomery Road
Cincinnati, Ohio 45212

Rebecca Mott
Plank Law Firm
411 East Town Street, Floor 2
Columbus, Ohio

Brian Yates
Burgess & Niple
5085 Reed Road
Columbus, Ohio

- B. 2020-1599: A request by United Dairy Farmers Inc., for approval of a buffer yard setback variance to chapter 1150.07 Establishment of Buffer Area at 123 West William Street on approximately 0.765 acres on property zoned B-3 (Community Business District).

Mr. Schultz reviewed the staff report. He discussed the property location and description, as well as current surrounding zoning. Mr. Schultz discussed that the owner had purchased the three adjacent properties which buildings have already been demolished. The proposed plan is to construct a new approximate 4,061 square foot building on approximately 0.65 acres on the four parcels of land. Part of the proposed new building and a portion of the parking lot will be within the 15-foot buffer set back along the Delaware Run. He reviewed the approval from the Planning Commission meeting for the Conditional Use Permit

and Preliminary Development Plans. Currently the building and portion of the parking lot are located within the 15-foot buffer setback. The Delaware Run is piped under the building and the parking lot currently. He reviewed the 100 Year Flood Plain, Floodway and the current pipe location. The pipe will be extended about 95 feet. Mr. Schultz reviewed the variance factors and staff reports that the proposed variance does constitute a hardship and practical difficulty due to the 15-foot buffer setback requirement in Chapter 1150.07. Mr. Schultz discussed the post flood study that was conducted by the Applicant.

APPLICANT:

Robert Pollitt
3955 Montgomery Road
Cincinnati, Ohio 45212

Rebecca Mott
Plank Law Firm
411 East Town Street, Floor 2
Columbus, Ohio

Brian Yates
Burgess & Niple
5085 Reed Road
Columbus, Ohio

Mr. Pollitt reviewed the location of the proposed gas tanks.

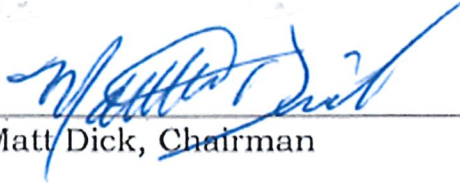
Motion: Councilman Hoffman moved to approve 2020-1599, along with all staff conditions, finding beyond a reasonable doubt that the decision factor necessary for approval of a variance according to Chapter 1128 of the Planning and Zoning Commission are met, with the staff conditions as noted, seconded by Chairman Dick. Motion approved by a 5-0 vote.

ITEM 4. BOARD MEMBER COMMENTS AND DISCUSSION

ITEM 5. NEXT REGULAR MEETING: October 14, 2020.

ITEM 6. ADJOURNMENT

Motion: Chairman Dick moved to adjourn the Board of Zoning Appeals meeting, seconded by Mr. Whitmore. The Board of Zoning Appeals meeting adjourned at 7:20 p.m.



Matt Dick, Chairman



Elaine McCloskey, Clerk



FACT SHEET

AGENDA ITEM NO: CONSENT ITEM C

DATE: 11/23/20

ORDINANCE NO:

RESOLUTION NO: 20-65

READING: FIRST

PUBLIC HEARING: NO

TO: Mayor and Members of City Council

FROM: R. Thomas Homan, City Manager

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

TITLE OF PROPOSED ORDINANCE/RESOLUTION:

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A LOCAL PUBLIC AGENCY (LPA) AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION (ODOT) FOR THE CITYWIDE SIGNALS UPGRADE PHASE 1 PROJECT, DEL-36-7.87, AND TO EXECUTE CONTRACTS AND CONSTRUCT THE PROJECT.

BACKGROUND:

In 2017, the City was awarded \$2.5 million in federal dollars through the Mid-Ohio Regional Planning Commission to upgrade the signal systems along primary travel corridors through Delaware. The goal of this project is to reduce congestion and improve safety as the City continues to grow. The existing traffic control system installed in 1999, is outdated and does not include current technology to manage increased vehicle and truck movements along major roadways. Additional upgrades funded through the Fire Department totaling \$385,000 include the installation of emergency vehicle preemption at key intersections to aid in improving incident response times. This project includes upgrades to a total of 37 signalized intersections along US-36 (William Street) from US-23 to Lehner Woods Boulevard, SR-37 (Central Avenue) from US-23 to Warrensburg Road, Sandusky Street from Belle Avenue to SR-37 (Central Avenue) and London Road from Pittsburgh Drive to S. Sandusky Street. Improvements include upgrades to the communication infrastructure expanding the fiber network, improved signal timing, replacement of obsolete signal controllers, and the installation of traffic monitoring cameras, battery

back-up systems, emergency vehicle preemption and upgraded pedestrian signals. These equipment upgrades also include technology features that will allow for future expansion and compatibility with connected and autonomous vehicles.

REASON WHY LEGISLATION IS NEEDED:

The City will be bidding and administering the project and the State requires this legislation be passed by the local government to allow for the project to occur and to get reimbursed by ODOT for 100% of the eligible construction costs, up to a maximum of \$2,500,000.

COMMITTEE RECOMMENDATION:

None

FISCAL IMPACT(S):

The total project construction budget is \$2,885,000. The City will be reimbursed by ODOT with MORPC Attributable Funding, pursuant to Resolution T-1-17, for 100% of the eligible construction costs, up to a maximum of \$2,500,000. Our local contribution will be \$385,000 provided by the Fire Department. Construction is estimated to begin in the summer of 2021.

POLICY CHANGES:

N/A

PRESENTER(S):

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

RECOMMENDATION:

Approval

ATTACHMENT(S)

LPA Federal Local-Let Project Agreement
Exhibit

RESOLUTION NO. 20-65

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A LOCAL PUBLIC AGENCY (LPA) AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION (ODOT) FOR THE CITYWIDE SIGNALS UPGRADE PHASE 1 PROJECT, DEL-36-7.87, AND TO EXECUTE CONTRACTS AND CONSTRUCT THE PROJECT.

WHEREAS, the City of Delaware has identified the need for the above improvement project; and

WHEREAS, ODOT has designated the project DEL-36-7.87; PID 105799; and has designated the City of Delaware as the LPA for the project; and

WHEREAS, an LPA Federal Local-Let Project Agreement is required at this time to assign responsibilities, convey Federal regulations, and document the current funding arrangement for the project; and

WHEREAS, the City of Delaware will enter into contracts with private utility companies and contractors to complete this project.

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

SECTION 1. The City Manager of the City of Delaware is authorized to enter into the attached LPA Federal Local-Let Project Agreement (or a version very similar to) with ODOT for the Citywide Signals Upgrade Phase 1 Project – DEL-36-7.87.

SECTION 2. The City Manager of the City of Delaware is further authorized to enter any agreement as may be necessary and appropriate to design, acquire property for, and to construct the project.

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

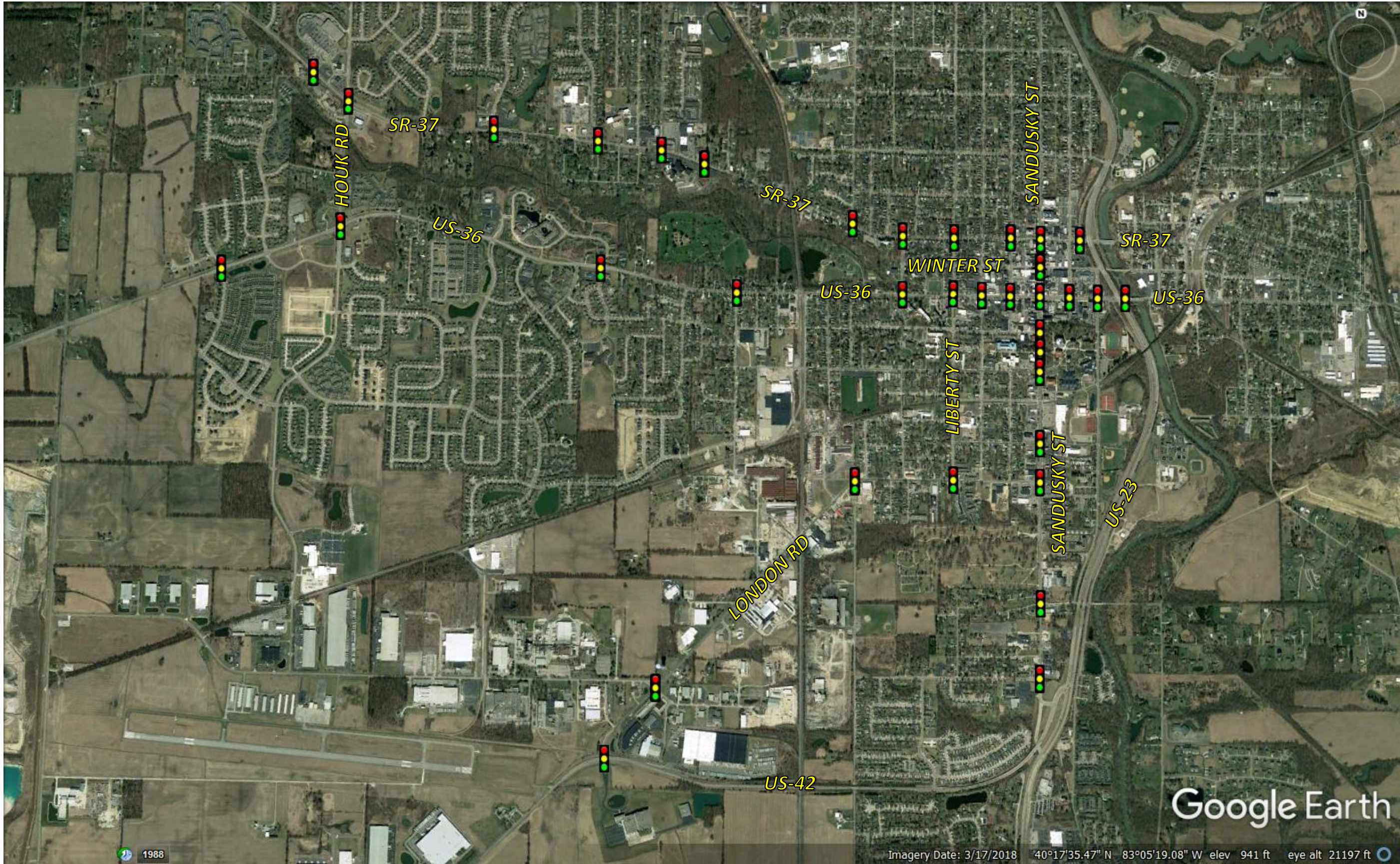
SECTION 4. That this resolution shall be in force and effect immediately upon its passage.

PASSED: _____, 2020

YEAS___ NAYS___
ABSTAIN ___

ATTEST: _____
CITY CLERK

MAYOR



1988

Imagery Date: 3/17/2018 40°17'35.47" N 83°05'19.08" W elev 941 ft eye alt 21197 ft

Google Earth

CFDA 20.205

LPA FEDERAL LOCAL-LET PROJECT AGREEMENT

THIS AGREEMENT is made by and between the State of Ohio, Department of Transportation, hereinafter referred to as ODOT, 1980 West Broad Street, Columbus, Ohio 43223 and the City of Delaware, hereinafter referred to as the LPA, 1 South Sandusky Street, Delaware, Ohio 43015.

1. PURPOSE

- 1.1 The National Transportation Act has made available certain Federal funding for use by local public agencies. The Federal Highway Administration (hereinafter referred to as FHWA) designated ODOT as the agency in Ohio to administer FHWA's Federal funding programs.
- 1.2 Section 5501.03 (D) of the **Ohio Revised Code** (hereinafter referred to as ORC) provides that ODOT may coordinate its activities and enter into contracts with other appropriate public authorities to administer the design, qualification of bidders, competitive bid letting, construction, inspection, and acceptance of any projects administered by ODOT, provided the administration of such projects is performed in accordance with all applicable Federal and State laws and regulations with oversight by ODOT.
- 1.3 The DEL-US36-7-87 (hereinafter referred to as the PROJECT) is a transportation activity eligible to receive Federal funding, and which is further defined in the PROJECT scope.
- 1.4 The purpose of this Agreement is to set forth requirements associated with the Federal funds available for the PROJECT and to establish the responsibilities for the local administration of the PROJECT.

2. LEGAL REFERENCES AND COMPLIANCE

- 2.1 This Agreement is authorized and/or governed by the following statutes and/or policies, which are incorporated, by reference, in their entirety:
 - a. National Transportation Act, Title 23, U.S.C.; 23 CFR 635.105;
 - b. Federal Funding Accountability and Transparency Act of 2006 (FFATA);
 - c. 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
 - d. ODOT Locally Administered Transportation Projects, Manual of Procedures; and
 - e. State of Ohio Department of Transportation Construction and Material Specifications Manual (applicable to dates of PROJECT).
- 2.2 The LPA shall comply with all applicable Federal and State laws, regulations, executive orders, and applicable ODOT manuals and guidelines. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this Agreement.

3. FUNDING

- 3.1 The total cost for the PROJECT is estimated to be \$2,500,000.00 as set forth in Attachment 1. ODOT shall provide to the LPA 100 percent of the eligible costs, up to a maximum of \$2,500,000.00 in Federal funds. This maximum amount reflects the funding limit for the PROJECT set by the

applicable Program Manager. Unless otherwise provided, funds through ODOT shall be applied only to the eligible costs associated with the actual construction of the transportation project improvements and construction engineering/inspection activities.

- 3.2 The LPA shall provide all other financial resources necessary to fully complete the PROJECT, including all 100 percent Locally-funded work, cost overruns and contractor claims.

4. PROJECT DEVELOPMENT AND DESIGN

- 4.1 The LPA and ODOT agree that the LPA is qualified to administer this PROJECT and is in full compliance with all LPA participation requirements.

- 4.2 The LPA and ODOT agree that the LPA has received funding approval for the PROJECT from the applicable ODOT Program Manager having responsibility for monitoring such projects using the Federal funds involved.

- 4.3 The LPA shall design and construct the PROJECT in accordance with a recognized set of written design standards. The LPA shall make use of ODOT's Location and Design Manual (L&D), or the appropriate AASHTO publication). Even though the LPA may use its own standards, ODOT may require the LPA to use a design based on the L&D Manual for projects that contain a high crash rate or areas of crash concentrations. Where the LPA has adopted ODOT standards for the PROJECT, the LPA shall be responsible for ensuring that any ODOT standards used for the PROJECT are current and/or updated. The LPA shall be responsible for periodically contacting the ODOT District LPA Coordinator or through the following Internet website for any changes or updates: www.dot.state.oh.us/drrc/Pages/default.aspx

- 4.4 The LPA shall either designate an LPA employee, who is a registered professional engineer, to act as the Project Design Engineer and serve as the LPA's principal representative for attending to project responsibilities or engage the services of a pre-qualified ODOT consultant, who has been chosen using a Qualification-Based Selection (QBS) process, as required pursuant to ORC sections 153.65 through 153.71. The pre-qualified list is available on the ODOT website at: www.dot.state.oh.us/DIVISIONS/Engineering/CONSULTANT

- 4.5 If Federal funds are used for a phase of project development and the LPA executes an agreement with a consultant prior to the receipt of the "Authorization" notification from ODOT, ODOT may terminate this Agreement and cease all Federal funding commitments.

- 4.6 ODOT reserves the right to move this PROJECT into a future sale year if the LPA does not adhere to the established PROJECT schedule, regardless of any funding commitments.

5. ENVIRONMENTAL RESPONSIBILITIES

- 5.1 In the administration of this PROJECT, the LPA shall be responsible for conducting any required public involvement events, for preparing all required documents, reports and other supporting materials needed for addressing applicable environmental assessment, for clearance responsibilities for the PROJECT pursuant to the National Environmental Policy Act and related regulations, including the requirements of the National Historic Preservation Act; and for securing all necessary permits.

- 5.2 If the LPA does not have the qualified staff to perform any or all of the respective environmental responsibilities, the LPA shall hire an ODOT Pre-Qualified Consultant through a QBS process. The pre-qualified list is available on the ODOT web page at www.dot.state.oh.us/CONTRACT. If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.

- 5.3 ODOT shall be responsible for the review of all environmental documents and reports and shall complete all needed coordination activities with State and Federal regulatory agencies toward securing environmental clearance.
- 5.4 The LPA shall be responsible for assuring compliance with all commitments made as part of the PROJECT's environmental clearance and/or permit requirements during the construction of the PROJECT.
- 5.5 The LPA shall require its consultant, selected to prepare a final environmental document pursuant to the requirements of the National Environmental Policy Act, to execute a copy of a disclosure statement specifying that the consultant has no financial or other interest in the outcome of the PROJECT.
- 5.6 The LPA shall submit a NOI to Ohio EPA to obtain coverage under the National Pollution Discharge Elimination System (NPDES) Construction General Permit for all projects where the combined Contractor and Project Earth Disturbing Activity (EDA) are one acre or more. If the LPA chooses not to use ODOT's L&D Vol. 2 on Local-Let LPA projects, they may use an alternative post-construction BMP criteria with Ohio EPA approval.

6. RIGHT OF WAY/ UTILITIES/ RAILROAD COORDINATION

- 6.1 All right-of-way acquisition activities shall be performed by the LPA in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Public Law 91-646) as amended by 49 CFR Part 24 (hereinafter referred to as Uniform Act), any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT.
- 6.2 If existing and newly-acquired right of way is required for this PROJECT, the LPA shall certify that the all right of way has been acquired in conformity with Federal and State laws, regulations, policies, and guidelines. Per ODOT's Office of Real Estate, any LPA staff who perform real estate functions shall be prequalified. If the LPA does not have the qualified staff to perform any or all of the respective right of way functions, the LPA shall hire an ODOT Pre-qualified Consultant through a QBS process. The LPA shall not hire the same consultant to perform both the appraisal and appraisal review functions. Appraisal review shall be performed by an independent staff or fee reviewer and shall be hired directly by the LPA. Likewise, a consultant hired to perform right of way acquisition work is not permitted to perform both the relocation and relocation review functions. Relocation review shall be performed by an independent staff or fee reviewer.
- 6.3 If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.
- 6.4 All relocation assistance activities shall be performed by the LPA in conformity with Federal and State laws, including the Uniform Act, and any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT. The LPA shall not hire a consultant to perform both the relocation and relocation review functions nor shall the LPA hire a sub-consultant for relocation and another sub-consultant for relocation review. Relocation review shall be performed by an independent staff person or independent fee reviewer and shall be hired directly by the LPA.
- 6.5 The LPA shall provide the ODOT District Office with its certification that all right of way property rights necessary for the PROJECT are under the LPA's control, that all right of way has been cleared of encroachments, and that utility facilities have been appropriately relocated or accounted for so as not to interfere with project construction activities. ODOT shall make use of the LPA's Right of Way Certification, as well as evaluate the LPA's and/or consultant's performance of the project real estate activities under Titles II and III of the Uniform Act, and, as appropriate, certify

compliance to the FHWA. The LPA shall be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement if the certification of the LPA is found to be in error or otherwise invalid.

- 6.6 In the administration of this PROJECT, the LPA agrees to follow all procedures described in the ODOT Utilities Manual and 23 CFR Part 645. When applicable, the LPA shall enter into a utility relocation agreement with each utility prior to the letting of construction. No reimbursable construction costs shall be incurred by the LPA prior to the receipt of the "Authorization to Advertise" notification from ODOT. If such costs are incurred, ODOT may terminate this Agreement and cease all Federal funding commitments.
- 6.7 The LPA shall submit all subsequent modifications to the design of the PROJECT and/or any disposal of property rights acquired as part of the PROJECT to ODOT and FHWA for approval.
- 6.8 The LPA shall be responsible for any necessary railroad coordination and agreements. The LPA shall comply with the provisions of Title 23 of the Code of Federal Regulations and applicable chapters of the ORC regarding all activities relating to Railroad-Highway projects.
- 6.9 Consistent with sections 10.1 and 10.4 of this Agreement, the LPA shall assure that, if any property acquired for this PROJECT is subsequently sold for less than fair market value, all Title VI requirements are included in the instrument which transfers the property. Consistent with sections 10.1 and 10.4 of this Agreement, the LPA shall assure that if the LPA grants a permit or license for the property acquired for this PROJECT that the license or permit require the licensee or permit holder to adhere to all Title VI requirements.

7. ADVERTISING, SALE AND AWARD

- 7.1 The LPA **shall not** advertise for bids prior to the receipt of the "Authorization to Advertise" notification from ODOT. Should advertising or work commence prior to the receipt of the "Authorization to Advertise" notification, ODOT shall immediately terminate this Agreement and cease all Federal funding commitments.
- 7.2 Any use of sole source or proprietary bid items must be approved by the applicable ODOT district. All sole source or proprietary bid items should be brought to the attention of the LPA Coordinator as soon as possible so as not to cause a delay in the plan package submission process. Bid items for traffic signal and highway lighting projects must be in conformance with ODOT's Traffic Engineering Manual.
- 7.3 Once the LPA receives Federal authorization to advertise, the LPA may begin advertising activities. Whenever local advertisement requirements differ from Federal advertisement requirements, the Federal requirements shall prevail. The period between the first legal advertising date and the bid opening date shall be a minimum of twenty-one (21) calendar days. The LPA shall submit to ODOT any addendum to be issued during the advertisement period that changes estimates or materials. ODOT shall review and approve such addendum for project eligibility. All addenda shall be distributed to all potential bidders prior to opening bids and selling the contracts.
- 7.4 The LPA must incorporate ODOT's LPA Bid Template in its bid documents. The template includes Form FHWA-1273, Required Contract Provisions, a set of contract provisions and proposal notices that are required by regulations promulgated by the FHWA and other Federal agencies, which must be included in all contracts as well as appropriate subcontracts and purchase orders.
- 7.5 The LPA shall require the contractor to be enrolled in, and maintain good standing in, the Ohio Bureau of Workers' Compensation Drug-Free Safety Program (DFSP), or a similar program approved by the Bureau of Workers' Compensation, and the LPA must require the same of any of its subcontractors.

- 7.6 Only pre-qualified contractors are eligible to submit bids for this PROJECT. Pre-qualification status must be in effect/current **at the time of award**. For work types that ODOT does not pre-qualify, the LPA must still select a qualified contractor. Subcontractors are not subject to the pre-qualification requirement. In accordance with FHWA Form 1273 Section VII and 23 CFR 635.116, the “prime” contractor must perform no less than 30 percent of the total original contract price. The 30-percent prime requirement does not apply to design-build contracts.
- 7.7 In accordance with ORC Section 153.54, et. seq., the LPA shall require that the selected contractor provide a performance and payment bond in an amount equal to at least 100 percent of its contract price as security for the faithful performance of its contract. ODOT shall be named an obligee on any bond. If the LPA has 100 percent locally-funded work product within this Agreement, the LPA must allocate the correct percent of the performance and payment bond cost to the 100 percent locally-funded work product.
- 7.8 Before awarding a contract to the selected contractor, the LPA shall verify that the contractor is not subject to a finding for recovery under ORC Section 9.24, that the contractor has taken the appropriate remedial steps required under ORC Section 9.24, or that the contractor otherwise qualifies under the exceptions to this section. Findings for recovery can be viewed on the Auditor of State’s website at <https://ohioauditor.gov/findings.html> . If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all Federal funding commitments.
- 7.9 Before awarding a contract to the selected contractor, the LPA shall verify that the contractor is an active registrant on the Federal System for Award Management (SAM). Pursuant to 48 CFR 9.404, contractors that have an active exclusion on SAM are excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits. If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all federal funding commitments.
- 7.10 The LPA is prohibited from imposing any geographical hiring preference on any bidder in the LPA’s bid documents or on any successful contractor in the LPA’s award or contract for the construction of the PROJECT.
- 7.11 After analyzing all bids for completeness, accuracy, and responsiveness, per ORC 153.12, the LPA shall approve the award of the contract in accordance with laws and policies governing the LPA within 60 days after bid opening. Within 45 days of that approval, the LPA shall submit to ODOT notification of the project award by submitting a bid tabulation, a copy of the ordinance or resolution, and direct payment information as required in Attachment 2 of this Agreement, if applicable.

8. CONSTRUCTION CONTRACT ADMINISTRATION

- 8.1 The LPA shall provide and maintain competent and adequate project management covering the supervision and inspection of the development and construction of the PROJECT. The LPA shall bear the responsibility of ensuring that construction conforms to the approved plans, surveys, profiles, cross sections and material specifications. If a consultant is used for engineering and/or inspection activities, the LPA must use a QBS process as required pursuant to ORC sections 153.65 through 153.71. Any construction contract administration or engineering costs incurred by the LPA or their consultant prior to the construction contract award date will not be eligible for reimbursement under this Agreement.
- 8.2 The LPA must maintain a project daily diary that is up-to-date and contains the following information: all work performed, list of equipment utilized, project personnel and hours worked, pay quantities, daily weather conditions, special notes and instructions to the contractor, and any unusual events occurring on or adjacent to the PROJECT. Additionally, the LPA is responsible for documenting measurements, calculations, material quality, quantity, and basis for payment; change orders, claims, testing and results, traffic, inspections, plan changes, prevailing wage, EEO and DBE, if applicable. The LPA is responsible for ensuring all materials incorporated into the

PROJECT comply with ODOT's Construction and Material Specifications and meet the requirements of Appendix J in the LAMP Manual of Procedures.

- 8.3 The LPA shall certify both the quantity and quality of material used, the quality of the work performed, and the amount of construction engineering cost, when applicable, incurred by the LPA for the eligible work on the PROJECT, as well as at the completion of construction. The LPA shall certify that the construction is in accordance with the approved plans, surveys, profiles, cross sections and material specifications or approved amendments thereto.
- 8.4 The Federal-aid Highway Program operates on a reimbursement basis, which requires that costs actually be incurred and paid before a request is made for reimbursement. The LPA shall review and/or approve all invoices prior to payment and prior to requesting reimbursement from ODOT for work performed on the PROJECT. If the LPA is requests reimbursement, it must provide documentation of payment for the project costs requested. The LPA shall ensure the accuracy of any invoice in both amount and in relation to the progress made on the PROJECT. The LPA must submit to ODOT a written request for either current payment or reimbursement of the Federal/State share of the expenses involved, attaching copies of all source documentation associated with pending invoices or paid costs. To assure prompt payment, the measurement of quantities and the recording for payment should be performed on a daily basis as the items of work are completed and accepted.
- 8.5 ODOT shall pay, or reimburse, the LPA or, at the request of the LPA and with concurrence of ODOT, pay directly to the LPA's construction contractor ("Contractor"), the eligible items of expense in accordance with the cost-sharing provisions of this Agreement. If the LPA requests to have the Contractor paid directly, Attachment 2 to this Agreement shall be completed and submitted with the project bid tabulations, and the Contractor shall be required to establish Electronic Funds Transfer with the State of Ohio. ODOT shall pay the Contractor or reimburse the LPA within thirty (30) days of receipt of the approved Contractor's invoice from the LPA.
- 8.6 The LPA shall notify ODOT of the filing of any mechanic's liens against the LPA's Contractor within three (3) business days of receipt of notice of lien. Failure to so notify ODOT or failure to process a mechanic's lien in accordance with the provisions of Chapter 1311 of the ORC may result in the termination of this Agreement. Upon the receipt of notice of a mechanic's lien, ODOT reserves the right to (1) withhold an amount of money equal to the amount of the lien that may be due and owing to either the LPA or the Contractor; (2) terminate direct payment to the affected Contractor; or (3) take both actions, until such time as the lien is resolved.
- 8.7 Payment or reimbursement to the LPA shall be submitted to:
- City of Delaware
Justin Nahvi, Finance Director
1 South Sandusky Street
Delaware, OH 43015
- 8.8 If, for any reason, the LPA contemplates suspending or terminating the contract of the Contractor, it shall first seek ODOT's written approval. Failure to timely notify ODOT of any contemplated suspension or termination, or failure to obtain written approval from ODOT prior to suspension or termination, may result in ODOT terminating this Agreement and ceasing all Federal funding commitments.
- 8.9 If ODOT approves any suspension or termination of the contract, ODOT reserves the right to amend its funding commitment in paragraph 3.1 and, if necessary, unilaterally modify any other term of this Agreement in order to preserve its Federal mandate. Upon request, the LPA agrees to assign all rights, title, and interests in its contract with the Contractor to ODOT to allow ODOT to

direct additional or corrective work, recover damages due to errors or omissions, and to exercise all other contractual rights and remedies afforded by law or equity.

- 8.10 Any LPA right, claim, interest, and/or right of action, whether contingent or vested, arising out of, or related to any contract entered into by the LPA for the work to be performed by the Contractor on this PROJECT (the Claim), may be subrogated to ODOT, and ODOT shall have all of the LPA's rights in/to the Claim and against any other person(s) or entity(ies) against which such subrogation rights may be enforced. The LPA shall immediately notify ODOT in writing of any Claim. The LPA further authorizes ODOT to sue, compromise, or settle any such Claim. It is the intent of the parties that ODOT be fully substituted for the LPA and subrogated to all of the LPA's rights to recover under such Claim(s). The LPA agrees to cooperate with reasonable requests from ODOT for assistance in pursuing any action on the subrogated Claim including requests for information and/or documents and/or to testify.
- 8.11 After completion of the PROJECT, and in accordance with Title 23 United States Code 116 and applicable provisions of the ORC, the LPA shall maintain the PROJECT to design standards and provide adequate maintenance activities for the PROJECT, unless otherwise agreed to by ODOT. The PROJECT must remain under public ownership and authority for 20 years unless otherwise agreed to by ODOT. If the PROJECT is not being adequately maintained, ODOT shall notify the LPA of any deficiencies, and if the maintenance deficiencies are not corrected within a reasonable amount of time, ODOT may determine that the LPA is no longer eligible for future participation in any Federally-funded programs.
- 8.12 The LPA must provide the final invoices, and final report (Appendix P located in the Construction Chapter of the LPA Manual) along with all necessary closeout documentation within 6 months of the physical completion date of the PROJECT. All costs must be submitted within 6 months of the established completion date. Failure to submit final invoices along with the necessary closeout documentation within the 6-month period may result in closeout of the PROJECT and loss of eligibility of any remaining Federal and or State funds.

9. CERTIFICATION AND RECAPTURE OF FUNDS

- 9.1 This Agreement is subject to the determination by ODOT that sufficient funds have been appropriated by the Ohio General Assembly to the State for the purpose of this Agreement and to the certification of funds by the Office of Budget and Management, as required by ORC section 126.07. If ODOT determines that sufficient funds have not been appropriated for the purpose of this Agreement or if the Office of Budget and Management fails to certify the availability of funds, this Agreement or any renewal thereof will terminate on the date funding expires.
- 9.2 Unless otherwise directed by ODOT, if for any reason the PROJECT is not completed in its entirety or to a degree acceptable to ODOT and FHWA, the LPA shall repay to ODOT an amount equal to the total funds ODOT disbursed on behalf of the PROJECT. In turn, ODOT shall reimburse FHWA an amount equal to the total sum of Federal dollars it has received for the PROJECT. If the LPA has not repaid ODOT in full an amount equal to the total funds ODOT disbursed on behalf of the PROJECT, any funds recovered from the performance and payment bond as required under section 7.7 shall be used to offset the Federal dollars reimbursed to FHWA.

10. NONDISCRIMINATION

- 10.1 In carrying out this Agreement, the LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability as that term is defined in the American with Disabilities Act, military status (past, present, or future), or genetic information. The LPA shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. Such action shall

include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- 10.2 The LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. The LPA shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the PROJECT (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part of such project work.
- 10.3 The LPA shall ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, will have an equal opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement. To meet this requirement, subcontractors who claim to be DBEs must be certified by ODOT. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

Disadvantaged Business Enterprise (DBE) Requirement. DBE participation goals (subcontracts, materials, supplies) have been set on this PROJECT for those certified as DBEs pursuant to Title 23, U.S.C. section 140(c) and 49 CFR, Part 26, and where applicable qualified to bid with ODOT under Chapter 5525 of the **ORC**.

ODOT shall supply the percentage goal to the LPA upon review of the Engineer's Estimate. Prior to executing the contract with the contractor, and in order for ODOT to encumber the Federal/State funds, the contractor must demonstrate compliance with the DBE Utilization Plan and Good Faith Efforts requirements.

GOOD FAITH EFFORTS (GFEs)

In the event that the DBE contract goal established by ODOT is not met on a project, the Contractor shall demonstrate that it made adequate good faith efforts to meet the goal, even though it did not succeed in obtaining enough DBE participation to do so.

The Contractor shall demonstrate its GFEs by submitting information including but not limited to the following to the LPA:

- (1) All written quotes received from certified DBE firms;
- (2) All written (including email) communications between the Contractor and DBE firms;
- (3) All written solicitations to DBE firms, even if unsuccessful;
- (4) Copies of each non-DBE quote when a non-DBE was selected over a DBE for work on the contract;
- (5) Phone logs of communications with DBE firms.

The LPA will send the GFE documentation including their recommendation to ODOT at the following address:

Office of Small & Disadvantaged Business Enterprise
The Ohio Department of Transportation
1980 West Broad Street, Mail Stop 3270
Columbus, Ohio 43223

ODOT shall utilize the guidance set forth in 49 CFR §26.53 Appendix A in determining whether the Contractor has made adequate good faith efforts to meet the goal. ODOT will review the GFE documentation and the LPA's recommendation and issue a written determination on whether adequate GFEs have been demonstrated by the Contractor.

The Contractor may request administrative reconsideration within two (2) days of being informed that it did not perform a GFE. The Contractor must make this request in writing to the following official:

Ohio Department of Transportation
Division of Chief Legal Counsel
1980 West Broad Street, Mail Stop 1500
Columbus, Ohio 43223

The reconsideration official will not have played any role in the original determination that the Contractor did not document sufficient good faith effort.

As part of this reconsideration, the Contractor will have the opportunity to provide written documentation or an argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. ODOT will send the Contractor a written decision on reconsideration explaining the basis for finding that the Contractor did or did not meet the goal or make adequate good faith efforts. The result of the reconsideration process is not administratively appealable.

ODOT may issue sanctions if the Contractor fails to comply with the contract requirements and/or fails to demonstrate the necessary good faith effort. ODOT may impose any of the following sanctions:

- (a) letter of reprimand;
- (b) contract termination; and/or
- (c) other remedies available by law including administrative suspension.

Factors to be considered in issuing sanctions include, but are not limited to:

- (a) the magnitude and the type of offense;
- (b) the degree of the Consultant's culpability;
- (c) any steps taken to rectify the situation;
- (d) the Contractor's record of performance on other projects including, but not limited to:
 - (1) annual DBE participation over DBE goals;
 - (2) annual DBE participation on projects without goals;
 - (3) number of complaints ODOT has received from DBEs regarding the Contractor; and,
 - (4) the number of times the Contractor has been previously sanctioned by ODOT; and,
- (e) Whether the Contractor falsified, misrepresented, or withheld information.

10.4 During the performance of this contract, the LPA, for itself, its assignees and successors in interest agrees as follows:

- (a) **Compliance with Regulations:** The LPA will comply with the regulations relative to nondiscrimination in Federally-assisted programs of the United States Department of Transportation (hereinafter "U.S. DOT") Title 49, Code of Federal Regulations, Part 21, as

they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

In addition, the LPA will comply with the provisions of the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, FHWA Guidance, and any other Federal, State, and/or local laws, rules and/or regulations (hereinafter referred to as "ADA/504").

- (b) **Nondiscrimination:** The LPA, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status or limited English proficiency in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. The LPA will not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations, as well as the ADA/504 regulations.
- (c) **Solicitations for Contractors or Subcontractors, including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the LPA for work to be performed under a contract or subcontract, including procurements of materials or leases of equipment, each potential contractor, subcontractor, or supplier will be notified by the LPA of the LPA's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status or limited English proficiency.
- (d) **Information and Reports:** The LPA will provide all information and reports required by the Regulations or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the STATE or FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the LPA is in the exclusive possession of another who fails or refuses to furnish this information, the LPA will so certify to the STATE or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- (e) **Sanctions for Noncompliance:** In the event of the LPA's noncompliance with the nondiscrimination provisions of this contract, the STATE will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:
 - (1) withholding of payments to the LPA under the contract until the LPA complies, and/or
 - (2) cancellation, termination or suspension of the contract, in whole or in part.
- (f) **Incorporation of Provisions:** The LPA will include the provisions of paragraphs 10.4 (a) through (e) above in every contract or subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The LPA will take such action with respect to any contractor or subcontractor procurement as the STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the LPA becomes involved in, or is threatened with, litigation with a contractor, subcontractor, or supplier as a result of such direction, the LPA may request the STATE to enter into such litigation to protect the interests of the STATE, and, in addition, the LPA may request the United States to enter into such litigation to protect the interests of the United States.

11. DATA, PATENTS AND COPYRIGHTS - PUBLIC USE

- 11.1 The LPA shall ensure that any designs, specifications, processes, devices or other intellectual properties specifically devised for the PROJECT by its consultants or contractors performing work become the property of the LPA, and that when requested, such designs, specifications, processes, devices or other intellectual properties shall become available to ODOT and FHWA with an unrestricted right to reproduce, distribute, modify, maintain, and use. The LPA's consultants and contractors shall not seek or obtain copyrights, patents, or other forms of proprietary protection for such designs, specifications, processes, devices or other intellectual properties, and in providing them to the PROJECT, shall relinquish any such protections should they exist.
- 11.2 The LPA shall not allow its consultants or contractors to utilize within the development of the PROJECT any copyrighted, patented or similarly protected design, specification, process, device or other intellectual property unless the consultant or contractor has provided for such use by suitable legal agreement with the owner of such copyright, patent or similar protection. A consultant or contractor making use of such protected items for the PROJECT shall indemnify and save harmless the LPA and any affected third party from any and all claims of infringement on such protections, including any costs, expenses, and damages which it may be obliged to pay by reason of infringement, at any time during the prosecution or after the completion of work on the PROJECT.
- 11.3 In the case of patented pavements or wearing courses where royalties, licensing and proprietary service charges, exacted or to be exacted by the patentees, are published and certified agreements are filed with the LPA, guaranteeing to prospective bidders free unrestricted use of all such proprietary rights and trademarked goods upon payment of such published charges, such patented pavements or wearing courses may be specifically designated in the proposal and competition secured upon the item exclusive of the patent or proprietary charges.

12. TERMINATION; DEFAULT AND BREACH OF CONTRACT

- 12.1 Neglect or failure of the LPA to comply with any of the terms, conditions, or provisions of this Agreement, including misrepresentation of fact, may be an event of default, unless such failure or neglect are the result of natural disasters, strikes, lockouts, acts of public enemies, insurrections, riots, epidemics, civil disturbances, explosions, orders of any kind of governments of the United States or State of Ohio or any of their departments or political subdivisions, or any other cause not reasonably within the LPA's control. If a default has occurred, ODOT may terminate this Agreement with thirty (30) days written notice, except that if ODOT determines that the default can be remedied, then ODOT and the LPA shall proceed in accordance with sections 12.2 through 12.4 of this Agreement.
- 12.2 If notified by ODOT in writing that it is in violation of any of the terms, conditions, or provisions of this Agreement, and a default has occurred, the LPA shall have thirty (30) days from the date of such notification to remedy the default or, if the remedy will take in excess of thirty (30) days to complete, the LPA shall have thirty (30) days to satisfactorily commence a remedy of the causes preventing its compliance and curing the default situation. Expiration of the thirty (30) days and failure by the LPA to remedy, or to satisfactorily commence the remedy of, the default whether payment of funds has been fully or partially made, shall result in ODOT, at its discretion, declining to make any further payments to the LPA, or in the termination of this Agreement by ODOT. If this Agreement is terminated, the LPA may be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement.
- 12.3 The LPA, upon receiving a notice of termination from ODOT for default, shall cease work on the terminated activities covered under this Agreement. If so requested by ODOT, the LPA shall assign to ODOT all its rights, title, and interest to any contracts it has with any consultants or contractors. Otherwise, the LPA shall terminate all contracts and other agreements it has entered into relating to such covered activities, take all necessary and appropriate steps to limit disbursements and minimize any remaining costs. At the request of ODOT, the LPA may be required to furnish a report

describing the status of PROJECT activities as of the date of its receipt of notice of termination, including results accomplished and other matters as ODOT may require.

- 12.4 No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or option accruing to ODOT upon any default by the LPA shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by ODOT.
- 12.5 This Agreement and obligation of the parties herein may be terminated by either party with thirty days written notice to the other party. In the event of termination, the LPA shall cease work, terminate all subcontracts relating to such terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish all data results, reports, and other materials describing all work under this contract, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as ODOT may require.
- 12.3. In the event of termination for convenience, the LPA shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination, less any funds previously paid by or on behalf of ODOT. ODOT shall not be liable for any further claims, and the claims submitted by the LPA shall not exceed the total amount of consideration stated in this Agreement. In the event of termination, any payments made by ODOT in which services have not been rendered by the LPA shall be returned to ODOT.

13. THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS

- 13.1 Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, goods, or supplies for the PROJECT sufficient to impose upon the Director any of the obligations specified in section 126.30 of the ORC.
- 13.2 The LPA hereby agrees to accept responsibility for any and all damages or claims for which it is legally liable arising from the actionable negligence of its officers, employees or agents in the performance of the LPA's obligations made or agreed to herein.

14. NOTICE

- 14.1 Notice under this Agreement shall be directed as follows:

If to the LPA:

Jessica Ormeroid, P.E.
City of Delaware
440 East William Street
Delaware, Ohio 43015

If to ODOT:

Brian Davidson
ODOT, District Six
400 East William Street
Delaware, Ohio 43015

15. GENERAL PROVISIONS

- 15.1 *Recovery of LPA's allocable project Direct Labor, Fringe Benefits, and/or Indirect Costs:*

To be eligible to recover any costs associated with the LPA's internal labor forces allocable to this PROJECT, the LPA shall make an appropriate selection below: [LPA official must initial the option selected.]

1. No cost recovery of LPA's project direct labor, fringe benefits, or overhead costs.

- (A) The LPA **does not** currently maintain an ODOT approved federally compliant time-tracking system¹, **and**
- (B) The LPA **does not** intend to have a federally compliant time-tracking system developed, implemented, and approved by ODOT prior to the period of performance of this PROJECT, **and/or**
- (C) The LPA **does not** intend to pursue recovery of these project direct labor, fringe benefits, or overhead costs during the period of performance of this PROJECT Agreement.

2. Direct labor plus indirect costs calculated using the Federal 10% De Minimis Indirect Cost Rate.²

- (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved federally compliant time-tracking system, **and**
- (B) The LPA **does not** currently have, and **does not** intend to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT.

3. Direct labor, plus fringe benefits costs calculated using the LPA's ODOT approved Fringe Benefits Rate, plus indirect costs calculated using the Federal 10% De Minimis Indirect Cost Rate.³

- (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved federally compliant time-tracking system, **and**
- (B) The LPA currently has, or intends to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT.

1 A "federally compliant time-tracking system" is supported by a system of internal controls and record-keeping that accurately reflects the work performed; which provides reasonable assurance that the time being charged is accurate, allowable, and properly allocated; is incorporated in official records such as payroll records; reasonably reflects the employee's total activity; provides a time or percentage breakdown on all activities, both Federally funded and non-Federally funded for the employee and complies with the LPA's pre-established accounting practices and procedures.

2 [Also be sure to read footnote # 1] The De Minimis Indirect Cost Rate is 10 percent of modified total direct costs (MTDC) per 2 CFR §200.414. The definition of MTDC is provided in the regulation at 2 CFR §200.68. Any questions regarding the calculation of MTDC for a specific project should be directed to the Office of Local Programs. Further, regardless of whether the LPA subrecipient negotiates overhead rates with ODOT or uses the 10-percent de minimis rate, LPAs are required to maintain Federally-compliant time-tracking systems. Accordingly, LPAs are permitted to bill for labor costs, and then potentially associated fringe/indirect costs, only if the labor costs are accumulated, tracked, and allocated in accordance with compliant systems. Before an LPA is eligible to invoice ODOT for and recover the 10% de minimis indirect cost rate on any project, the LPA's time-tracking system and methods for tracking other project costs must be reviewed and approved by the ODOT Office of External Audits. A non-Federal entity that elects to charge the de minimis rate must meet the requirements in 2 CFR 200 Appendix VII Section D, Part 1, paragraph b.

3 [Also be sure to read footnotes # 1 and 2] The fringe benefits rate billed to this project must be determined in accordance with the Rate Agreement periodically negotiated with and approved by the ODOT Office of External Audits. The fiscal period when the LPA's direct labor costs are paid will be matched with the ODOT approved rate for that fiscal year to determine which rate is applicable. Accordingly, the fringe benefits rate applicable to different fiscal years throughout the period of performance of the project may fluctuate to match changes to the ODOT approved rate.



4. Direct labor, plus fringe benefits costs calculated using the LPA's ODOT approved Fringe Benefits Rate, plus indirect costs calculated using the LPA's ODOT approved Indirect Cost Rate. ⁴

- (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved federally compliant time-tracking system, **and**
- (B) The LPA currently has, or intends to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT, **and**
- (C) Instead of using the Federal 10% De Minimis Indirect Cost Rate, the LPA currently has, or intends to negotiate, an ODOT approved indirect cost rate prior to the period of performance of this PROJECT.

For any allocable project labor costs to be eligible for reimbursement with Federal and/or State funds, the LPA must maintain compliance with all timekeeping requirements specified in 2 CFR Part 200 and the ODOT LPA Cost Recovery Guidance, including ODOT Questions and Answers and related supplementary guidance, as applicable. Additionally, if the LPA elects to recover fringe and/or indirect costs, the LPA shall maintain compliance with Appendix VII of 2 CFR Part 200 and the LATP Manual of Procedures.

- 15.2 If the LPA decides to change its indirect cost recovery option, the change shall not become effective until this Agreement is amended pursuant to section 15.12 below to reflect the indirect cost recovery option utilized by the LPA on the PROJECT.
- 15.3 *Financial Reporting and Audit Requirements:* One or more phases of this Agreement include a sub award of Federal funds to the LPA. Accordingly, the LPA must comply with the financial reporting and audit requirements of 2 CFR Part 200.

All non-federal entities, including ODOT's LPA sub recipients, that have aggregate federal awards expenditures from all sources of \$750,000 or more in the non-federal entity's fiscal year must have a Single Audit, or program-specific audit, conducted for that year in accordance with the provisions of 2 CFR Part 200.

Federal and State funds expended to or on behalf of a sub recipient must be recorded in the accounting records of the LPA subrecipient. The LPA is responsible for tracking all project payments throughout the life of the PROJECT in order to ensure an accurate Schedule of Expenditures of Federal Awards (SEFA) is prepared annually for all *Applicable Federal Funds*. *Applicable Federal Funds* are those that are identified with the various project phases of this Agreement as a subaward. *Applicable Federal Funds* include not only those LPA project expenditures that ODOT subsequently reimburses with Federal funds, but also those Federal funds project expenditures that are disbursed directly by ODOT upon the request of the LPA.

The LPA must separately identify each ODOT PID and/or Project and the corresponding expenditures on its SEFA. LPAs are responsible for ensuring expenditures related to this PROJECT are reported when the activity related to the Federal award occurs. Further, the LPA may make this determination consistent with section 2 CFR §200.502 and its established accounting method to determine expenditures including accrual, modified accrual or cash basis.

When project expenditures are not accurately reported on the SEFA, the LPA may be required to make corrections to and republish the SEFA to ensure Federal funds are accurately reported in the

⁴ [Also be sure to read footnote # 1] The fringe benefits and indirect cost rates billed to this project must be determined in accordance with the Rate Agreement periodically negotiated with and approved by the Office of External Audits. The fiscal period when the LPA's direct labor costs are paid will be matched with the ODOT approved rates for that fiscal year to determine which rates are applicable. Accordingly, the rates applicable to different fiscal years throughout the period of performance of the project may fluctuate to match changes to the ODOT approved rates.

correct fiscal year. An ODOT request for the restatement of a previously published SEFA will be coordinated with the Ohio Auditor of State.

- 15.4 *Record Retention:* The LPA, when requested at reasonable times and in a reasonable manner, shall make available to the agents, officers, and auditors of ODOT and the United States government, its records and financial statements as necessary relating to the LPA's obligations under this Agreement. All such books, documents, and records shall be kept for a period of at least three years after FHWA approves the LPA's final Federal voucher for reimbursement of project expenses. In the event that an audit-related dispute should arise during this retention period, any such books, documents, and records that are related to the disputed matter shall be preserved for the term of that dispute. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

As the LPA, ODOT or the United States government may legitimately request from time to time, the contractor agrees to make available for inspection and/or reproduction by the LPA, ODOT or United States government, all records, books, and documents of every kind and description that relate to this contract.

Nothing contained in this Agreement shall in any way modify the LPA's legal duties and obligations to maintain and/or retain its records under Ohio public records laws.

- 15.5 *Ohio Ethics Laws:* LPA agrees that they are currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the ORC.
- 15.6 *State Property Drug-Free Workplace Compliance:* In accordance with applicable State and Federal laws, rules, and policy, the LPA shall make a good faith effort to ensure that its employees and its contractors will not purchase, transfer, use, or possess alcohol or a controlled substance while working on State property.
- 15.7 *Trade:* Pursuant to the federal Export Administration Act and Ohio Revised Code 9.76(B), the LPA and any contractor or sub-contractor shall warrant that they are not boycotting any jurisdiction with whom the United States and the State of Ohio can enjoy open trade, including Israel, and will not do so during the term of this Agreement.

The State of Ohio does not acquire supplies or services that cannot be imported lawfully into the United States. The LPA certifies that it, its Contractors, subcontractors, and any agent of the Contractor or its subcontractors, acquire any supplies or services in accordance with all trade control laws, regulations or orders of the United States, including the prohibited source regulations set forth in subpart 25.7, Prohibited Sources, of the Federal Acquisition Regulation and any sanctions administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control. A list of those sanctions by country can be found at <https://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>. These sanctions generally preclude acquiring any supplies or services that originate from sources within, or that were located in or transported from or through Cuba, Iran, Libya, North Korea, Syria, or the Crimea region of Ukraine.

- 15.8 *Lobbying:* Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, PL 104-65 (2 U.S.C. §1601, et seq.). LPA agrees that it will not use any funds for Lobbying, 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S. C. 1352. Each tier shall comply with Federal statutory provisions or the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence congress to a State legislature on legislation or appropriations, except through proper official channels. Each tier shall also disclose

the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

- 15.9 *Debarment.* LPA represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either R.C. 153.02 or R.C. 125.25 or by the Federal Government pursuant to 2 CFR Part 1200 and 2 CFR Part 180.
- 15.10 *Governing Law:* This Agreement and any claims arising out of this Agreement shall be governed by the laws of the State of Ohio. Any provision of this Agreement prohibited by the laws of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Agreement or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
- 15.11 *Assignment:* Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
- 15.12 *Merger and Modification:* This Agreement and its attachments constitute the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement. Unless otherwise noted herein, this Agreement shall not be altered, modified, or amended except by a written agreement signed by both parties hereto.
- 15.13 *Severability:* If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or the ability to enforce the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.
- 15.14 *Signatures:* Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.
- 15.15 *Facsimile Signatures:* Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each party hereto shall be entitled to rely upon a facsimile or electronic signature on any other party delivered in such a manner as if such signature were an original.

The parties hereto have caused this Agreement to be duly executed as of the day and year last written below.

LPA:	STATE OF OHIO OHIO DEPARTMENT OF TRANSPORTATION
By:	By:
Title:	Jack Marchbanks Director
Date:	Date:

Attachment 1

PROJECT BUDGET – SOURCES AND USES OF FUNDS

USES	LPA FUNDS			FHWA FUNDS			STATE FUNDS			TOTAL
	Amount	%	SAC	Amount	%	SAC	Amount	%	SAC	
PRELIMINARY ENGINEERING										
RIGHT OF WAY										
CONSTRUCTION				\$2,500,000	100	4TB7				\$2,500,000
TOTALS				\$2,500,000						\$2,500,000

Attachment 2

COUNTY-ROUTE-SECTION

PID NUMBER

AGREEMENT NUMBER

DUNS NUMBER

DIRECT PAYMENT OF CONTRACTOR

At the direction of the LPA and upon approval of ODOT, payments for work performed under the terms of the Agreement by the LPA's contractor shall be paid directly to the contractor in the pro-rata share of Federal/State participation. The invoice package shall be prepared by the LPA as previously defined in this Agreement, and shall indicate that the payment is to be made to the contractor. In addition, the invoice must state the contractor's name, mailing address and OAKS Vendor ID. Separate invoices shall be submitted for payments that are to be made to the contractor and those that are to be made to the LPA.

When ODOT uses Federal funds to make payment to the contractor, all such payments are considered to be expenditures of Federal funds received and also expended by the LPA (sub recipient). Accordingly, the LPA is responsible for tracking the receipts and payments and reporting the payments Federal (Receipts) Expenditures on the Schedule of Expenditures of Federal Awards (SEFA). An LPA that fails to report these funds accurately and timely may be required to restate the SEFA to comply with Federal reporting requirements.

We (INSERT NAME OF LPA) request that all payments for the Federal/State share of the construction costs of this Agreement performed by (CONTRACTOR'S NAME) be paid directly to (CONTRACTOR'S NAME).

VENDOR Name:	Error! Reference source not found.
Oaks Vendor ID:	0000000000
Mailing Address:	Error! Reference source not found.
	Error! Reference source not found.
LPA signature:	

LPA Name:	Error! Reference source not found.
Oaks Vendor ID:	0000000000
Mailing Address:	Error! Reference source not found.
	Error! Reference source not found.
ODOT Approval signature:	



FACT SHEET

AGENDA ITEM NO: CONSENT ITEM D

DATE: 11/23/2020

ORDINANCE NO:

RESOLUTION NO: 20-66

READING: FIRST

PUBLIC HEARING: NO

TO: Mayor and Members of City Council

FROM: R. Thomas Homan, City Manager

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

TITLE OF PROPOSED ORDINANCE/RESOLUTION:

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A LOCAL PUBLIC AGENCY (LPA) AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION (ODOT) FOR THE US 23 & HULL DRIVE SAFETY IMPROVEMENTS PROJECT, DEL-23-9.74, AND TO EXECUTE CONTRACTS AND CONSTRUCT THE PROJECT.

BACKGROUND:

Earlier this year, the City was awarded a grant from the ODOT Safety Program in the amount of \$207,000 to be spent on modifications to the US 23 & Hull Drive intersection. The purpose of the project is to reduce accidents at this intersection. Both design and construction costs are grant eligible for this project. A suggested preferred alternative is to re-construct the median along US 23 at the Hull Drive intersection to prohibit movements (east-west) across the highway and to also prohibit left turns from Hull Drive (both legs). A public involvement session is planned for this project once design commences.

REASON WHY LEGISLATION IS NEEDED:

The City will be bidding and administering the project and the State requires this legislation be passed by the local government to allow for the project to occur and to get reimbursed by ODOT for 100% of the eligible design and construction costs, up to a maximum of \$207,000.

COMMITTEE RECOMMENDATION:

None

FISCAL IMPACT(S):

The total project design and construction budget is \$207,000. The city funded the safety study and conceptual engineering design with local funds in 2020. Construction is estimated to begin in the summer of 2022.

POLICY CHANGES:

N/A

PRESENTER(S):

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

RECOMMENDATION:

Approval

ATTACHMENT(S)

LPA Federal Local-Let Project Agreement
Exhibit

RESOLUTION NO. 20-66

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A LOCAL PUBLIC AGENCY (LPA) AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION (ODOT) FOR THE US 23 & HULL DRIVE SAFETY IMPROVEMENTS PROJECT, DEL-23-9.74, AND TO EXECUTE CONTRACTS AND CONSTRUCT THE PROJECT.

WHEREAS, the City of Delaware has identified the need for the above improvement project; and

WHEREAS, ODOT has designated the project DEL-23-9.74; PID 113769; and has designated the City of Delaware as the LPA for the project; and

WHEREAS, an LPA Federal Local-Let Project Agreement is required at this time to assign responsibilities, convey Federal regulations, and document the current funding arrangement for the project; and

WHEREAS, the City of Delaware will enter into contracts with private utility companies and contractors to complete this project.

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

SECTION 1. The City Manager of the City of Delaware is authorized to enter into the attached LPA Federal Local-Let Project Agreement with ODOT for the 23 & Hull Drive Safety Improvements Project – DEL-23-9.74.

SECTION 2. The City Manager of the City of Delaware is further authorized to enter any agreement as may be necessary and appropriate to design, acquire property for, and to construct the project.

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

SECTION 4. That this resolution shall be in force and effect immediately upon its passage.

PASSED: _____, 2020

YEAS ___ NAYS ___
ABSTAIN ___

ATTEST: _____
CITY CLERK

MAYOR



CFDA 20.205

LPA FEDERAL LOCAL-LET PROJECT AGREEMENT

THIS AGREEMENT is made by and between the State of Ohio, Department of Transportation, hereinafter referred to as ODOT, 1980 West Broad Street, Columbus, Ohio 43223 and the City of Delaware, hereinafter referred to as the LPA, 1 South Sandusky Street, Delaware, Ohio 43015.

1. PURPOSE

- 1.1 The National Transportation Act has made available certain Federal funding for use by local public agencies. The Federal Highway Administration (hereinafter referred to as FHWA) designated ODOT as the agency in Ohio to administer FHWA's Federal funding programs.
- 1.2 Section 5501.03 (D) of the **Ohio Revised Code** (hereinafter referred to as ORC) provides that ODOT may coordinate its activities and enter into contracts with other appropriate public authorities to administer the design, qualification of bidders, competitive bid letting, construction, inspection, and acceptance of any projects administered by ODOT, provided the administration of such projects is performed in accordance with all applicable Federal and State laws and regulations with oversight by ODOT.
- 1.3 The DEL-US23-9-74 (hereinafter referred to as the PROJECT) is a transportation activity eligible to receive Federal funding, and which is further defined in the PROJECT scope.
- 1.4 The purpose of this Agreement is to set forth requirements associated with the Federal funds available for the PROJECT and to establish the responsibilities for the local administration of the PROJECT.

2. LEGAL REFERENCES AND COMPLIANCE

- 2.1 This Agreement is authorized and/or governed by the following statutes and/or policies, which are incorporated, by reference, in their entirety:
 - a. National Transportation Act, Title 23, U.S.C.; 23 CFR 635.105;
 - b. Federal Funding Accountability and Transparency Act of 2006 (FFATA);
 - c. 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
 - d. ODOT Locally Administered Transportation Projects, Manual of Procedures; and
 - e. State of Ohio Department of Transportation Construction and Material Specifications Manual (applicable to dates of PROJECT).
- 2.2 The LPA shall comply with all applicable Federal and State laws, regulations, executive orders, and applicable ODOT manuals and guidelines. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this Agreement.

3. FUNDING

- 3.1 The total cost for the PROJECT is estimated to be \$207,000.00 as set forth in Attachment 1. ODOT shall provide to the LPA 100 percent of the eligible costs, up to a maximum of \$207,000.00 in Federal funds. This maximum amount reflects the funding limit for the PROJECT set by the

applicable Program Manager. Unless otherwise provided, funds through ODOT shall be applied only to the eligible costs associated with the actual construction of the transportation project improvements and construction engineering/inspection activities.

- 3.2 The LPA shall provide all other financial resources necessary to fully complete the PROJECT, including all 100 percent Locally-funded work, cost overruns and contractor claims.

4. PROJECT DEVELOPMENT AND DESIGN

- 4.1 The LPA and ODOT agree that the LPA is qualified to administer this PROJECT and is in full compliance with all LPA participation requirements.

- 4.2 The LPA and ODOT agree that the LPA has received funding approval for the PROJECT from the applicable ODOT Program Manager having responsibility for monitoring such projects using the Federal funds involved.

- 4.3 The LPA shall design and construct the PROJECT in accordance with a recognized set of written design standards. The LPA shall make use of ODOT's Location and Design Manual (L&D), or the appropriate AASHTO publication). Even though the LPA may use its own standards, ODOT may require the LPA to use a design based on the L&D Manual for projects that contain a high crash rate or areas of crash concentrations. Where the LPA has adopted ODOT standards for the PROJECT, the LPA shall be responsible for ensuring that any ODOT standards used for the PROJECT are current and/or updated. The LPA shall be responsible for periodically contacting the ODOT District LPA Coordinator or through the following Internet website for any changes or updates: www.dot.state.oh.us/drrc/Pages/default.aspx

- 4.4 The LPA shall either designate an LPA employee, who is a registered professional engineer, to act as the Project Design Engineer and serve as the LPA's principal representative for attending to project responsibilities or engage the services of a pre-qualified ODOT consultant, who has been chosen using a Qualification-Based Selection (QBS) process, as required pursuant to ORC sections 153.65 through 153.71. The pre-qualified list is available on the ODOT website at: www.dot.state.oh.us/DIVISIONS/Engineering/CONSULTANT

- 4.5 If Federal funds are used for a phase of project development and the LPA executes an agreement with a consultant prior to the receipt of the "Authorization" notification from ODOT, ODOT may terminate this Agreement and cease all Federal funding commitments.

- 4.6 ODOT reserves the right to move this PROJECT into a future sale year if the LPA does not adhere to the established PROJECT schedule, regardless of any funding commitments.

5. ENVIRONMENTAL RESPONSIBILITIES

- 5.1 In the administration of this PROJECT, the LPA shall be responsible for conducting any required public involvement events, for preparing all required documents, reports and other supporting materials needed for addressing applicable environmental assessment, for clearance responsibilities for the PROJECT pursuant to the National Environmental Policy Act and related regulations, including the requirements of the National Historic Preservation Act; and for securing all necessary permits.

- 5.2 If the LPA does not have the qualified staff to perform any or all of the respective environmental responsibilities, the LPA shall hire an ODOT Pre-Qualified Consultant through a QBS process. The pre-qualified list is available on the ODOT web page at www.dot.state.oh.us/CONTRACT. If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.

- 5.3 ODOT shall be responsible for the review of all environmental documents and reports and shall complete all needed coordination activities with State and Federal regulatory agencies toward securing environmental clearance.
- 5.4 The LPA shall be responsible for assuring compliance with all commitments made as part of the PROJECT's environmental clearance and/or permit requirements during the construction of the PROJECT.
- 5.5 The LPA shall require its consultant, selected to prepare a final environmental document pursuant to the requirements of the National Environmental Policy Act, to execute a copy of a disclosure statement specifying that the consultant has no financial or other interest in the outcome of the PROJECT.
- 5.6 The LPA shall submit a NOI to Ohio EPA to obtain coverage under the National Pollution Discharge Elimination System (NPDES) Construction General Permit for all projects where the combined Contractor and Project Earth Disturbing Activity (EDA) are one acre or more. If the LPA chooses not to use ODOT's L&D Vol. 2 on Local-Let LPA projects, they may use an alternative post-construction BMP criteria with Ohio EPA approval.

6. RIGHT OF WAY/ UTILITIES/ RAILROAD COORDINATION

- 6.1 All right-of-way acquisition activities shall be performed by the LPA in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Public Law 91-646) as amended by 49 CFR Part 24 (hereinafter referred to as Uniform Act), any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT.
- 6.2 If existing and newly-acquired right of way is required for this PROJECT, the LPA shall certify that the all right of way has been acquired in conformity with Federal and State laws, regulations, policies, and guidelines. Per ODOT's Office of Real Estate, any LPA staff who perform real estate functions shall be prequalified. If the LPA does not have the qualified staff to perform any or all of the respective right of way functions, the LPA shall hire an ODOT Pre-qualified Consultant through a QBS process. The LPA shall not hire the same consultant to perform both the appraisal and appraisal review functions. Appraisal review shall be performed by an independent staff or fee reviewer and shall be hired directly by the LPA. Likewise, a consultant hired to perform right of way acquisition work is not permitted to perform both the relocation and relocation review functions. Relocation review shall be performed by an independent staff or fee reviewer.
- 6.3 If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.
- 6.4 All relocation assistance activities shall be performed by the LPA in conformity with Federal and State laws, including the Uniform Act, and any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT. The LPA shall not hire a consultant to perform both the relocation and relocation review functions nor shall the LPA hire a sub-consultant for relocation and another sub-consultant for relocation review. Relocation review shall be performed by an independent staff person or independent fee reviewer and shall be hired directly by the LPA.
- 6.5 The LPA shall provide the ODOT District Office with its certification that all right of way property rights necessary for the PROJECT are under the LPA's control, that all right of way has been cleared of encroachments, and that utility facilities have been appropriately relocated or accounted for so as not to interfere with project construction activities. ODOT shall make use of the LPA's Right of Way Certification, as well as evaluate the LPA's and/or consultant's performance of the project real estate activities under Titles II and III of the Uniform Act, and, as appropriate, certify

compliance to the FHWA. The LPA shall be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement if the certification of the LPA is found to be in error or otherwise invalid.

- 6.6 In the administration of this PROJECT, the LPA agrees to follow all procedures described in the ODOT Utilities Manual and 23 CFR Part 645. When applicable, the LPA shall enter into a utility relocation agreement with each utility prior to the letting of construction. No reimbursable construction costs shall be incurred by the LPA prior to the receipt of the "Authorization to Advertise" notification from ODOT. If such costs are incurred, ODOT may terminate this Agreement and cease all Federal funding commitments.
- 6.7 The LPA shall submit all subsequent modifications to the design of the PROJECT and/or any disposal of property rights acquired as part of the PROJECT to ODOT and FHWA for approval.
- 6.8 The LPA shall be responsible for any necessary railroad coordination and agreements. The LPA shall comply with the provisions of Title 23 of the Code of Federal Regulations and applicable chapters of the ORC regarding all activities relating to Railroad-Highway projects.
- 6.9 Consistent with sections 10.1 and 10.4 of this Agreement, the LPA shall assure that, if any property acquired for this PROJECT is subsequently sold for less than fair market value, all Title VI requirements are included in the instrument which transfers the property. Consistent with sections 10.1 and 10.4 of this Agreement, the LPA shall assure that if the LPA grants a permit or license for the property acquired for this PROJECT that the license or permit require the licensee or permit holder to adhere to all Title VI requirements.

7. ADVERTISING, SALE AND AWARD

- 7.1 The LPA **shall not** advertise for bids prior to the receipt of the "Authorization to Advertise" notification from ODOT. Should advertising or work commence prior to the receipt of the "Authorization to Advertise" notification, ODOT shall immediately terminate this Agreement and cease all Federal funding commitments.
- 7.2 Any use of sole source or proprietary bid items must be approved by the applicable ODOT district. All sole source or proprietary bid items should be brought to the attention of the LPA Coordinator as soon as possible so as not to cause a delay in the plan package submission process. Bid items for traffic signal and highway lighting projects must be in conformance with ODOT's Traffic Engineering Manual.
- 7.3 Once the LPA receives Federal authorization to advertise, the LPA may begin advertising activities. Whenever local advertisement requirements differ from Federal advertisement requirements, the Federal requirements shall prevail. The period between the first legal advertising date and the bid opening date shall be a minimum of twenty-one (21) calendar days. The LPA shall submit to ODOT any addendum to be issued during the advertisement period that changes estimates or materials. ODOT shall review and approve such addendum for project eligibility. All addenda shall be distributed to all potential bidders prior to opening bids and selling the contracts.
- 7.4 The LPA must incorporate ODOT's LPA Bid Template in its bid documents. The template includes Form FHWA-1273, Required Contract Provisions, a set of contract provisions and proposal notices that are required by regulations promulgated by the FHWA and other Federal agencies, which must be included in all contracts as well as appropriate subcontracts and purchase orders.
- 7.5 The LPA shall require the contractor to be enrolled in, and maintain good standing in, the Ohio Bureau of Workers' Compensation Drug-Free Safety Program (DFSP), or a similar program approved by the Bureau of Workers' Compensation, and the LPA must require the same of any of its subcontractors.

- 7.6 Only pre-qualified contractors are eligible to submit bids for this PROJECT. Pre-qualification status must be in effect/current **at the time of award**. For work types that ODOT does not pre-qualify, the LPA must still select a qualified contractor. Subcontractors are not subject to the pre-qualification requirement. In accordance with FHWA Form 1273 Section VII and 23 CFR 635.116, the “prime” contractor must perform no less than 30 percent of the total original contract price. The 30-percent prime requirement does not apply to design-build contracts.
- 7.7 In accordance with ORC Section 153.54, et. seq., the LPA shall require that the selected contractor provide a performance and payment bond in an amount equal to at least 100 percent of its contract price as security for the faithful performance of its contract. ODOT shall be named an obligee on any bond. If the LPA has 100 percent locally-funded work product within this Agreement, the LPA must allocate the correct percent of the performance and payment bond cost to the 100 percent locally-funded work product.
- 7.8 Before awarding a contract to the selected contractor, the LPA shall verify that the contractor is not subject to a finding for recovery under ORC Section 9.24, that the contractor has taken the appropriate remedial steps required under ORC Section 9.24, or that the contractor otherwise qualifies under the exceptions to this section. Findings for recovery can be viewed on the Auditor of State’s website at <https://ohioauditor.gov/findings.html> . If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all Federal funding commitments.
- 7.9 Before awarding a contract to the selected contractor, the LPA shall verify that the contractor is an active registrant on the Federal System for Award Management (SAM). Pursuant to 48 CFR 9.404, contractors that have an active exclusion on SAM are excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits. If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all federal funding commitments.
- 7.10 The LPA is prohibited from imposing any geographical hiring preference on any bidder in the LPA’s bid documents or on any successful contractor in the LPA’s award or contract for the construction of the PROJECT.
- 7.11 After analyzing all bids for completeness, accuracy, and responsiveness, per ORC 153.12, the LPA shall approve the award of the contract in accordance with laws and policies governing the LPA within 60 days after bid opening. Within 45 days of that approval, the LPA shall submit to ODOT notification of the project award by submitting a bid tabulation, a copy of the ordinance or resolution, and direct payment information as required in Attachment 2 of this Agreement, if applicable.

8. CONSTRUCTION CONTRACT ADMINISTRATION

- 8.1 The LPA shall provide and maintain competent and adequate project management covering the supervision and inspection of the development and construction of the PROJECT. The LPA shall bear the responsibility of ensuring that construction conforms to the approved plans, surveys, profiles, cross sections and material specifications. If a consultant is used for engineering and/or inspection activities, the LPA must use a QBS process as required pursuant to ORC sections 153.65 through 153.71. Any construction contract administration or engineering costs incurred by the LPA or their consultant prior to the construction contract award date will not be eligible for reimbursement under this Agreement.
- 8.2 The LPA must maintain a project daily diary that is up-to-date and contains the following information: all work performed, list of equipment utilized, project personnel and hours worked, pay quantities, daily weather conditions, special notes and instructions to the contractor, and any unusual events occurring on or adjacent to the PROJECT. Additionally, the LPA is responsible for documenting measurements, calculations, material quality, quantity, and basis for payment; change orders, claims, testing and results, traffic, inspections, plan changes, prevailing wage, EEO and DBE, if applicable. The LPA is responsible for ensuring all materials incorporated into the

PROJECT comply with ODOT's Construction and Material Specifications and meet the requirements of Appendix J in the LAMP Manual of Procedures.

- 8.3 The LPA shall certify both the quantity and quality of material used, the quality of the work performed, and the amount of construction engineering cost, when applicable, incurred by the LPA for the eligible work on the PROJECT, as well as at the completion of construction. The LPA shall certify that the construction is in accordance with the approved plans, surveys, profiles, cross sections and material specifications or approved amendments thereto.
- 8.4 The Federal-aid Highway Program operates on a reimbursement basis, which requires that costs actually be incurred and paid before a request is made for reimbursement. The LPA shall review and/or approve all invoices prior to payment and prior to requesting reimbursement from ODOT for work performed on the PROJECT. If the LPA is requests reimbursement, it must provide documentation of payment for the project costs requested. The LPA shall ensure the accuracy of any invoice in both amount and in relation to the progress made on the PROJECT. The LPA must submit to ODOT a written request for either current payment or reimbursement of the Federal/State share of the expenses involved, attaching copies of all source documentation associated with pending invoices or paid costs. To assure prompt payment, the measurement of quantities and the recording for payment should be performed on a daily basis as the items of work are completed and accepted.
- 8.5 ODOT shall pay, or reimburse, the LPA or, at the request of the LPA and with concurrence of ODOT, pay directly to the LPA's construction contractor ("Contractor"), the eligible items of expense in accordance with the cost-sharing provisions of this Agreement. If the LPA requests to have the Contractor paid directly, Attachment 2 to this Agreement shall be completed and submitted with the project bid tabulations, and the Contractor shall be required to establish Electronic Funds Transfer with the State of Ohio. ODOT shall pay the Contractor or reimburse the LPA within thirty (30) days of receipt of the approved Contractor's invoice from the LPA.
- 8.6 The LPA shall notify ODOT of the filing of any mechanic's liens against the LPA's Contractor within three (3) business days of receipt of notice of lien. Failure to so notify ODOT or failure to process a mechanic's lien in accordance with the provisions of Chapter 1311 of the ORC may result in the termination of this Agreement. Upon the receipt of notice of a mechanic's lien, ODOT reserves the right to (1) withhold an amount of money equal to the amount of the lien that may be due and owing to either the LPA or the Contractor; (2) terminate direct payment to the affected Contractor; or (3) take both actions, until such time as the lien is resolved.
- 8.7 Payment or reimbursement to the LPA shall be submitted to:
- City of Delaware
Justin Nahvi, Finance Director
1 South Sandusky Street
Delaware, OH 43015
- 8.8 If, for any reason, the LPA contemplates suspending or terminating the contract of the Contractor, it shall first seek ODOT's written approval. Failure to timely notify ODOT of any contemplated suspension or termination, or failure to obtain written approval from ODOT prior to suspension or termination, may result in ODOT terminating this Agreement and ceasing all Federal funding commitments.
- 8.9 If ODOT approves any suspension or termination of the contract, ODOT reserves the right to amend its funding commitment in paragraph 3.1 and, if necessary, unilaterally modify any other term of this Agreement in order to preserve its Federal mandate. Upon request, the LPA agrees to assign all rights, title, and interests in its contract with the Contractor to ODOT to allow ODOT to

direct additional or corrective work, recover damages due to errors or omissions, and to exercise all other contractual rights and remedies afforded by law or equity.

- 8.10 Any LPA right, claim, interest, and/or right of action, whether contingent or vested, arising out of, or related to any contract entered into by the LPA for the work to be performed by the Contractor on this PROJECT (the Claim), may be subrogated to ODOT, and ODOT shall have all of the LPA's rights in/to the Claim and against any other person(s) or entity(ies) against which such subrogation rights may be enforced. The LPA shall immediately notify ODOT in writing of any Claim. The LPA further authorizes ODOT to sue, compromise, or settle any such Claim. It is the intent of the parties that ODOT be fully substituted for the LPA and subrogated to all of the LPA's rights to recover under such Claim(s). The LPA agrees to cooperate with reasonable requests from ODOT for assistance in pursuing any action on the subrogated Claim including requests for information and/or documents and/or to testify.
- 8.11 After completion of the PROJECT, and in accordance with Title 23 United States Code 116 and applicable provisions of the ORC, the LPA shall maintain the PROJECT to design standards and provide adequate maintenance activities for the PROJECT, unless otherwise agreed to by ODOT. The PROJECT must remain under public ownership and authority for 20 years unless otherwise agreed to by ODOT. If the PROJECT is not being adequately maintained, ODOT shall notify the LPA of any deficiencies, and if the maintenance deficiencies are not corrected within a reasonable amount of time, ODOT may determine that the LPA is no longer eligible for future participation in any Federally-funded programs.
- 8.12 The LPA must provide the final invoices, and final report (Appendix P located in the Construction Chapter of the LPA Manual) along with all necessary closeout documentation within 6 months of the physical completion date of the PROJECT. All costs must be submitted within 6 months of the established completion date. Failure to submit final invoices along with the necessary closeout documentation within the 6-month period may result in closeout of the PROJECT and loss of eligibility of any remaining Federal and or State funds.

9. CERTIFICATION AND RECAPTURE OF FUNDS

- 9.1 This Agreement is subject to the determination by ODOT that sufficient funds have been appropriated by the Ohio General Assembly to the State for the purpose of this Agreement and to the certification of funds by the Office of Budget and Management, as required by ORC section 126.07. If ODOT determines that sufficient funds have not been appropriated for the purpose of this Agreement or if the Office of Budget and Management fails to certify the availability of funds, this Agreement or any renewal thereof will terminate on the date funding expires.
- 9.2 Unless otherwise directed by ODOT, if for any reason the PROJECT is not completed in its entirety or to a degree acceptable to ODOT and FHWA, the LPA shall repay to ODOT an amount equal to the total funds ODOT disbursed on behalf of the PROJECT. In turn, ODOT shall reimburse FHWA an amount equal to the total sum of Federal dollars it has received for the PROJECT. If the LPA has not repaid ODOT in full an amount equal to the total funds ODOT disbursed on behalf of the PROJECT, any funds recovered from the performance and payment bond as required under section 7.7 shall be used to offset the Federal dollars reimbursed to FHWA.

10. NONDISCRIMINATION

- 10.1 In carrying out this Agreement, the LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability as that term is defined in the American with Disabilities Act, military status (past, present, or future), or genetic information. The LPA shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. Such action shall

include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- 10.2 The LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. The LPA shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the PROJECT (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part of such project work.
- 10.3 The LPA shall ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, will have an equal opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement. To meet this requirement, subcontractors who claim to be DBEs must be certified by ODOT. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

Disadvantaged Business Enterprise (DBE) Requirement. DBE participation goals (subcontracts, materials, supplies) have been set on this PROJECT for those certified as DBEs pursuant to Title 23, U.S.C. section 140(c) and 49 CFR, Part 26, and where applicable qualified to bid with ODOT under Chapter 5525 of the **ORC**.

ODOT shall supply the percentage goal to the LPA upon review of the Engineer's Estimate. Prior to executing the contract with the contractor, and in order for ODOT to encumber the Federal/State funds, the contractor must demonstrate compliance with the DBE Utilization Plan and Good Faith Efforts requirements.

GOOD FAITH EFFORTS (GFEs)

In the event that the DBE contract goal established by ODOT is not met on a project, the Contractor shall demonstrate that it made adequate good faith efforts to meet the goal, even though it did not succeed in obtaining enough DBE participation to do so.

The Contractor shall demonstrate its GFEs by submitting information including but not limited to the following to the LPA:

- (1) All written quotes received from certified DBE firms;
- (2) All written (including email) communications between the Contractor and DBE firms;
- (3) All written solicitations to DBE firms, even if unsuccessful;
- (4) Copies of each non-DBE quote when a non-DBE was selected over a DBE for work on the contract;
- (5) Phone logs of communications with DBE firms.

The LPA will send the GFE documentation including their recommendation to ODOT at the following address:

Office of Small & Disadvantaged Business Enterprise
The Ohio Department of Transportation
1980 West Broad Street, Mail Stop 3270
Columbus, Ohio 43223

ODOT shall utilize the guidance set forth in 49 CFR §26.53 Appendix A in determining whether the Contractor has made adequate good faith efforts to meet the goal. ODOT will review the GFE documentation and the LPA's recommendation and issue a written determination on whether adequate GFEs have been demonstrated by the Contractor.

The Contractor may request administrative reconsideration within two (2) days of being informed that it did not perform a GFE. The Contractor must make this request in writing to the following official:

Ohio Department of Transportation
Division of Chief Legal Counsel
1980 West Broad Street, Mail Stop 1500
Columbus, Ohio 43223

The reconsideration official will not have played any role in the original determination that the Contractor did not document sufficient good faith effort.

As part of this reconsideration, the Contractor will have the opportunity to provide written documentation or an argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. ODOT will send the Contractor a written decision on reconsideration explaining the basis for finding that the Contractor did or did not meet the goal or make adequate good faith efforts. The result of the reconsideration process is not administratively appealable.

ODOT may issue sanctions if the Contractor fails to comply with the contract requirements and/or fails to demonstrate the necessary good faith effort. ODOT may impose any of the following sanctions:

- (a) letter of reprimand;
- (b) contract termination; and/or
- (c) other remedies available by law including administrative suspension.

Factors to be considered in issuing sanctions include, but are not limited to:

- (a) the magnitude and the type of offense;
- (b) the degree of the Consultant's culpability;
- (c) any steps taken to rectify the situation;
- (d) the Contractor's record of performance on other projects including, but not limited to:
 - (1) annual DBE participation over DBE goals;
 - (2) annual DBE participation on projects without goals;
 - (3) number of complaints ODOT has received from DBEs regarding the Contractor; and,
 - (4) the number of times the Contractor has been previously sanctioned by ODOT; and,
- (e) Whether the Contractor falsified, misrepresented, or withheld information.

10.4 During the performance of this contract, the LPA, for itself, its assignees and successors in interest agrees as follows:

- (a) **Compliance with Regulations:** The LPA will comply with the regulations relative to nondiscrimination in Federally-assisted programs of the United States Department of Transportation (hereinafter "U.S. DOT") Title 49, Code of Federal Regulations, Part 21, as

they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

In addition, the LPA will comply with the provisions of the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, FHWA Guidance, and any other Federal, State, and/or local laws, rules and/or regulations (hereinafter referred to as "ADA/504").

- (b) **Nondiscrimination:** The LPA, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status or limited English proficiency in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. The LPA will not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations, as well as the ADA/504 regulations.
- (c) **Solicitations for Contractors or Subcontractors, including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the LPA for work to be performed under a contract or subcontract, including procurements of materials or leases of equipment, each potential contractor, subcontractor, or supplier will be notified by the LPA of the LPA's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status or limited English proficiency.
- (d) **Information and Reports:** The LPA will provide all information and reports required by the Regulations or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the STATE or FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the LPA is in the exclusive possession of another who fails or refuses to furnish this information, the LPA will so certify to the STATE or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- (e) **Sanctions for Noncompliance:** In the event of the LPA's noncompliance with the nondiscrimination provisions of this contract, the STATE will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:
 - (1) withholding of payments to the LPA under the contract until the LPA complies, and/or
 - (2) cancellation, termination or suspension of the contract, in whole or in part.
- (f) **Incorporation of Provisions:** The LPA will include the provisions of paragraphs 10.4 (a) through (e) above in every contract or subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The LPA will take such action with respect to any contractor or subcontractor procurement as the STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the LPA becomes involved in, or is threatened with, litigation with a contractor, subcontractor, or supplier as a result of such direction, the LPA may request the STATE to enter into such litigation to protect the interests of the STATE, and, in addition, the LPA may request the United States to enter into such litigation to protect the interests of the United States.

11. DATA, PATENTS AND COPYRIGHTS - PUBLIC USE

- 11.1 The LPA shall ensure that any designs, specifications, processes, devices or other intellectual properties specifically devised for the PROJECT by its consultants or contractors performing work become the property of the LPA, and that when requested, such designs, specifications, processes, devices or other intellectual properties shall become available to ODOT and FHWA with an unrestricted right to reproduce, distribute, modify, maintain, and use. The LPA's consultants and contractors shall not seek or obtain copyrights, patents, or other forms of proprietary protection for such designs, specifications, processes, devices or other intellectual properties, and in providing them to the PROJECT, shall relinquish any such protections should they exist.
- 11.2 The LPA shall not allow its consultants or contractors to utilize within the development of the PROJECT any copyrighted, patented or similarly protected design, specification, process, device or other intellectual property unless the consultant or contractor has provided for such use by suitable legal agreement with the owner of such copyright, patent or similar protection. A consultant or contractor making use of such protected items for the PROJECT shall indemnify and save harmless the LPA and any affected third party from any and all claims of infringement on such protections, including any costs, expenses, and damages which it may be obliged to pay by reason of infringement, at any time during the prosecution or after the completion of work on the PROJECT.
- 11.3 In the case of patented pavements or wearing courses where royalties, licensing and proprietary service charges, exacted or to be exacted by the patentees, are published and certified agreements are filed with the LPA, guaranteeing to prospective bidders free unrestricted use of all such proprietary rights and trademarked goods upon payment of such published charges, such patented pavements or wearing courses may be specifically designated in the proposal and competition secured upon the item exclusive of the patent or proprietary charges.

12. TERMINATION; DEFAULT AND BREACH OF CONTRACT

- 12.1 Neglect or failure of the LPA to comply with any of the terms, conditions, or provisions of this Agreement, including misrepresentation of fact, may be an event of default, unless such failure or neglect are the result of natural disasters, strikes, lockouts, acts of public enemies, insurrections, riots, epidemics, civil disturbances, explosions, orders of any kind of governments of the United States or State of Ohio or any of their departments or political subdivisions, or any other cause not reasonably within the LPA's control. If a default has occurred, ODOT may terminate this Agreement with thirty (30) days written notice, except that if ODOT determines that the default can be remedied, then ODOT and the LPA shall proceed in accordance with sections 12.2 through 12.4 of this Agreement.
- 12.2 If notified by ODOT in writing that it is in violation of any of the terms, conditions, or provisions of this Agreement, and a default has occurred, the LPA shall have thirty (30) days from the date of such notification to remedy the default or, if the remedy will take in excess of thirty (30) days to complete, the LPA shall have thirty (30) days to satisfactorily commence a remedy of the causes preventing its compliance and curing the default situation. Expiration of the thirty (30) days and failure by the LPA to remedy, or to satisfactorily commence the remedy of, the default whether payment of funds has been fully or partially made, shall result in ODOT, at its discretion, declining to make any further payments to the LPA, or in the termination of this Agreement by ODOT. If this Agreement is terminated, the LPA may be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement.
- 12.3 The LPA, upon receiving a notice of termination from ODOT for default, shall cease work on the terminated activities covered under this Agreement. If so requested by ODOT, the LPA shall assign to ODOT all its rights, title, and interest to any contracts it has with any consultants or contractors. Otherwise, the LPA shall terminate all contracts and other agreements it has entered into relating to such covered activities, take all necessary and appropriate steps to limit disbursements and minimize any remaining costs. At the request of ODOT, the LPA may be required to furnish a report

describing the status of PROJECT activities as of the date of its receipt of notice of termination, including results accomplished and other matters as ODOT may require.

- 12.4 No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or option accruing to ODOT upon any default by the LPA shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by ODOT.
- 12.5 This Agreement and obligation of the parties herein may be terminated by either party with thirty days written notice to the other party. In the event of termination, the LPA shall cease work, terminate all subcontracts relating to such terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish all data results, reports, and other materials describing all work under this contract, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as ODOT may require.
- 12.3. In the event of termination for convenience, the LPA shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination, less any funds previously paid by or on behalf of ODOT. ODOT shall not be liable for any further claims, and the claims submitted by the LPA shall not exceed the total amount of consideration stated in this Agreement. In the event of termination, any payments made by ODOT in which services have not been rendered by the LPA shall be returned to ODOT.

13. THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS

- 13.1 Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, goods, or supplies for the PROJECT sufficient to impose upon the Director any of the obligations specified in section 126.30 of the ORC.
- 13.2 The LPA hereby agrees to accept responsibility for any and all damages or claims for which it is legally liable arising from the actionable negligence of its officers, employees or agents in the performance of the LPA's obligations made or agreed to herein.

14. NOTICE

- 14.1 Notice under this Agreement shall be directed as follows:

If to the LPA:

Jessica Ormeroid, P.E.
City of Delaware
440 East William Street
Delaware, Ohio 43015

If to ODOT:

Brian Davidson
ODOT, District Six
400 East William Street
Delaware, Ohio 43015

15. GENERAL PROVISIONS

- 15.1 *Recovery of LPA's allocable project Direct Labor, Fringe Benefits, and/or Indirect Costs:*

To be eligible to recover any costs associated with the LPA's internal labor forces allocable to this PROJECT, the LPA shall make an appropriate selection below: [LPA official must initial the option selected.]

1. No cost recovery of LPA's project direct labor, fringe benefits, or overhead costs.

- (A) The LPA **does not** currently maintain an ODOT approved federally compliant time-tracking system¹, **and**
- (B) The LPA **does not** intend to have a federally compliant time-tracking system developed, implemented, and approved by ODOT prior to the period of performance of this PROJECT, **and/or**
- (C) The LPA **does not** intend to pursue recovery of these project direct labor, fringe benefits, or overhead costs during the period of performance of this PROJECT Agreement.

2. Direct labor plus indirect costs calculated using the Federal 10% De Minimis Indirect Cost Rate.²

- (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved federally compliant time-tracking system, **and**
- (B) The LPA **does not** currently have, and **does not** intend to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT.

3. Direct labor, plus fringe benefits costs calculated using the LPA's ODOT approved Fringe Benefits Rate, plus indirect costs calculated using the Federal 10% De Minimis Indirect Cost Rate.³

- (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved federally compliant time-tracking system, **and**
- (B) The LPA currently has, or intends to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT.

1 A "federally compliant time-tracking system" is supported by a system of internal controls and record-keeping that accurately reflects the work performed; which provides reasonable assurance that the time being charged is accurate, allowable, and properly allocated; is incorporated in official records such as payroll records; reasonably reflects the employee's total activity; provides a time or percentage breakdown on all activities, both Federally funded and non-Federally funded for the employee and complies with the LPA's pre-established accounting practices and procedures.

2 [Also be sure to read footnote # 1] The De Minimis Indirect Cost Rate is 10 percent of modified total direct costs (MTDC) per 2 CFR §200.414. The definition of MTDC is provided in the regulation at 2 CFR §200.68. Any questions regarding the calculation of MTDC for a specific project should be directed to the Office of Local Programs. Further, regardless of whether the LPA subrecipient negotiates overhead rates with ODOT or uses the 10-percent de minimis rate, LPAs are required to maintain Federally-compliant time-tracking systems. Accordingly, LPAs are permitted to bill for labor costs, and then potentially associated fringe/indirect costs, only if the labor costs are accumulated, tracked, and allocated in accordance with compliant systems. Before an LPA is eligible to invoice ODOT for and recover the 10% de minimis indirect cost rate on any project, the LPA's time-tracking system and methods for tracking other project costs must be reviewed and approved by the ODOT Office of External Audits. A non-Federal entity that elects to charge the de minimis rate must meet the requirements in 2 CFR 200 Appendix VII Section D, Part 1, paragraph b.

3 [Also be sure to read footnotes # 1 and 2] The fringe benefits rate billed to this project must be determined in accordance with the Rate Agreement periodically negotiated with and approved by the ODOT Office of External Audits. The fiscal period when the LPA's direct labor costs are paid will be matched with the ODOT approved rate for that fiscal year to determine which rate is applicable. Accordingly, the fringe benefits rate applicable to different fiscal years throughout the period of performance of the project may fluctuate to match changes to the ODOT approved rate.



4. Direct labor, plus fringe benefits costs calculated using the LPA's ODOT approved Fringe Benefits Rate, plus indirect costs calculated using the LPA's ODOT approved Indirect Cost Rate. ⁴

- (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved federally compliant time-tracking system, **and**
- (B) The LPA currently has, or intends to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT, **and**
- (C) Instead of using the Federal 10% De Minimis Indirect Cost Rate, the LPA currently has, or intends to negotiate, an ODOT approved indirect cost rate prior to the period of performance of this PROJECT.

For any allocable project labor costs to be eligible for reimbursement with Federal and/or State funds, the LPA must maintain compliance with all timekeeping requirements specified in 2 CFR Part 200 and the ODOT LPA Cost Recovery Guidance, including ODOT Questions and Answers and related supplementary guidance, as applicable. Additionally, if the LPA elects to recover fringe and/or indirect costs, the LPA shall maintain compliance with Appendix VII of 2 CFR Part 200 and the LAMP Manual of Procedures.

- 15.2 If the LPA decides to change its indirect cost recovery option, the change shall not become effective until this Agreement is amended pursuant to section 15.12 below to reflect the indirect cost recovery option utilized by the LPA on the PROJECT.
- 15.3 *Financial Reporting and Audit Requirements:* One or more phases of this Agreement include a sub award of Federal funds to the LPA. Accordingly, the LPA must comply with the financial reporting and audit requirements of 2 CFR Part 200.

All non-federal entities, including ODOT's LPA sub recipients, that have aggregate federal awards expenditures from all sources of \$750,000 or more in the non-federal entity's fiscal year must have a Single Audit, or program-specific audit, conducted for that year in accordance with the provisions of 2 CFR Part 200.

Federal and State funds expended to or on behalf of a sub recipient must be recorded in the accounting records of the LPA subrecipient. The LPA is responsible for tracking all project payments throughout the life of the PROJECT in order to ensure an accurate Schedule of Expenditures of Federal Awards (SEFA) is prepared annually for all *Applicable Federal Funds*. *Applicable Federal Funds* are those that are identified with the various project phases of this Agreement as a subaward. *Applicable Federal Funds* include not only those LPA project expenditures that ODOT subsequently reimburses with Federal funds, but also those Federal funds project expenditures that are disbursed directly by ODOT upon the request of the LPA.

The LPA must separately identify each ODOT PID and/or Project and the corresponding expenditures on its SEFA. LPAs are responsible for ensuring expenditures related to this PROJECT are reported when the activity related to the Federal award occurs. Further, the LPA may make this determination consistent with section 2 CFR §200.502 and its established accounting method to determine expenditures including accrual, modified accrual or cash basis.

When project expenditures are not accurately reported on the SEFA, the LPA may be required to make corrections to and republish the SEFA to ensure Federal funds are accurately reported in the

⁴ [Also be sure to read footnote # 1] The fringe benefits and indirect cost rates billed to this project must be determined in accordance with the Rate Agreement periodically negotiated with and approved by the Office of External Audits. The fiscal period when the LPA's direct labor costs are paid will be matched with the ODOT approved rates for that fiscal year to determine which rates are applicable. Accordingly, the rates applicable to different fiscal years throughout the period of performance of the project may fluctuate to match changes to the ODOT approved rates.

correct fiscal year. An ODOT request for the restatement of a previously published SEFA will be coordinated with the Ohio Auditor of State.

- 15.4 *Record Retention:* The LPA, when requested at reasonable times and in a reasonable manner, shall make available to the agents, officers, and auditors of ODOT and the United States government, its records and financial statements as necessary relating to the LPA's obligations under this Agreement. All such books, documents, and records shall be kept for a period of at least three years after FHWA approves the LPA's final Federal voucher for reimbursement of project expenses. In the event that an audit-related dispute should arise during this retention period, any such books, documents, and records that are related to the disputed matter shall be preserved for the term of that dispute. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

As the LPA, ODOT or the United States government may legitimately request from time to time, the contractor agrees to make available for inspection and/or reproduction by the LPA, ODOT or United States government, all records, books, and documents of every kind and description that relate to this contract.

Nothing contained in this Agreement shall in any way modify the LPA's legal duties and obligations to maintain and/or retain its records under Ohio public records laws.

- 15.5 *Ohio Ethics Laws:* LPA agrees that they are currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the ORC.
- 15.6 *State Property Drug-Free Workplace Compliance:* In accordance with applicable State and Federal laws, rules, and policy, the LPA shall make a good faith effort to ensure that its employees and its contractors will not purchase, transfer, use, or possess alcohol or a controlled substance while working on State property.
- 15.7 *Trade:* Pursuant to the federal Export Administration Act and Ohio Revised Code 9.76(B), the LPA and any contractor or sub-contractor shall warrant that they are not boycotting any jurisdiction with whom the United States and the State of Ohio can enjoy open trade, including Israel, and will not do so during the term of this Agreement.

The State of Ohio does not acquire supplies or services that cannot be imported lawfully into the United States. The LPA certifies that it, its Contractors, subcontractors, and any agent of the Contractor or its subcontractors, acquire any supplies or services in accordance with all trade control laws, regulations or orders of the United States, including the prohibited source regulations set forth in subpart 25.7, Prohibited Sources, of the Federal Acquisition Regulation and any sanctions administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control. A list of those sanctions by country can be found at <https://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>. These sanctions generally preclude acquiring any supplies or services that originate from sources within, or that were located in or transported from or through Cuba, Iran, Libya, North Korea, Syria, or the Crimea region of Ukraine.

- 15.8 *Lobbying:* Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, PL 104-65 (2 U.S.C. §1601, et seq.). LPA agrees that it will not use any funds for Lobbying, 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S. C. 1352. Each tier shall comply with Federal statutory provisions or the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence congress to a State legislature on legislation or appropriations, except through proper official channels. Each tier shall also disclose

the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

- 15.9 *Debarment.* LPA represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either R.C. 153.02 or R.C. 125.25 or by the Federal Government pursuant to 2 CFR Part 1200 and 2 CFR Part 180.
- 15.10 *Governing Law:* This Agreement and any claims arising out of this Agreement shall be governed by the laws of the State of Ohio. Any provision of this Agreement prohibited by the laws of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Agreement or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
- 15.11 *Assignment:* Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
- 15.12 *Merger and Modification:* This Agreement and its attachments constitute the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement. Unless otherwise noted herein, this Agreement shall not be altered, modified, or amended except by a written agreement signed by both parties hereto.
- 15.13 *Severability:* If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or the ability to enforce the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.
- 15.14 *Signatures:* Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.
- 15.15 *Facsimile Signatures:* Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each party hereto shall be entitled to rely upon a facsimile or electronic signature on any other party delivered in such a manner as if such signature were an original.

The parties hereto have caused this Agreement to be duly executed as of the day and year last written below.

LPA:	STATE OF OHIO OHIO DEPARTMENT OF TRANSPORTATION
By:	By:
Title:	Jack Marchbanks Director
Date:	Date:

Attachment 1

PROJECT BUDGET – SOURCES AND USES OF FUNDS

USES	SOURCES	LPA FUNDS			FHWA FUNDS			STATE FUNDS			TOTAL
		Amount	%	SAC	Amount	%	SAC	Amount	%	SAC	
PRELIMINARY ENGINEERING					\$42,176.00	100	4HJ7				\$42,176.00
CONSTRUCTION					\$164,824.00	100	4HJ7				\$164,824.00
TOTALS					\$207,000.00						\$207,000.00

Attachment 2

COUNTY-ROUTE-SECTION

PID NUMBER

AGREEMENT NUMBER

DUNS NUMBER

DIRECT PAYMENT OF CONTRACTOR

At the direction of the LPA and upon approval of ODOT, payments for work performed under the terms of the Agreement by the LPA's contractor shall be paid directly to the contractor in the pro-rata share of Federal/State participation. The invoice package shall be prepared by the LPA as previously defined in this Agreement, and shall indicate that the payment is to be made to the contractor. In addition, the invoice must state the contractor's name, mailing address and OAKS Vendor ID. Separate invoices shall be submitted for payments that are to be made to the contractor and those that are to be made to the LPA.

When ODOT uses Federal funds to make payment to the contractor, all such payments are considered to be expenditures of Federal funds received and also expended by the LPA (sub recipient). Accordingly, the LPA is responsible for tracking the receipts and payments and reporting the payments Federal (Receipts) Expenditures on the Schedule of Expenditures of Federal Awards (SEFA). An LPA that fails to report these funds accurately and timely may be required to restate the SEFA to comply with Federal reporting requirements.

We (INSERT NAME OF LPA) request that all payments for the Federal/State share of the construction costs of this Agreement performed by (CONTRACTOR'S NAME) be paid directly to (CONTRACTOR'S NAME).

VENDOR Name:	Error! Reference source not found.
Oaks Vendor ID:	0000000000
Mailing Address:	Error! Reference source not found.
	Error! Reference source not found.
LPA signature:	

LPA Name:	Error! Reference source not found.
Oaks Vendor ID:	0000000000
Mailing Address:	Error! Reference source not found.
	Error! Reference source not found.
ODOT Approval signature:	



FACT SHEET

AGENDA ITEM NO: CONSENT ITEM E DATE: 11/23/2020
ORDINANCE NO: RESOLUTION NO: 20-67
READING: FIRST PUBLIC HEARING: NO

TO: Mayor and Members of City Council
FROM: R. Thomas Homan, City Manager
VIA: Justin Nahvi, Finance Director

TITLE OF PROPOSED ORDINANCE/RESOLUTION:

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A LOCAL PUBLIC AGENCY (LPA) AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION (ODOT) FOR THE US 23 BRIDGE REPAIR PROJECT (PID 109156), DESIGN PHASE DEL-23-7.60, AND TO EXECUTE CONTRACTS.

BACKGROUND:

The Ohio Department of Transportation (ODOT) is undertaking a project to make repairs to all bridge and drainage infrastructure along US23 from Cheshire Road to Main Road (north of the City limits). This section of US23 was originally constructed in the 1960s and several bridge structures have deteriorated to the point of needing major rehabilitation. ODOT will make repairs to bridges whereas the City is responsible for the costs of repairs to culverts and storm sewers located within the City limits. The estimated cost for inspection of all culverts and storm sewers in the project and subsequent engineering design of repairs is \$207,000.

The 2021 CIP and Recommended Budget both include \$207,000 in storm water funding for inspection and design costs relating to culverts and storm sewers. The project is currently in the design phase and construction is scheduled to begin in 2022. A future LPA Agreement will be presented to Council prior to the construction phase. Construction costs will be estimated after the inspection and design efforts are completed.

In addition to inspection and design of repairs for culverts and storm sewers, the City will be participating in the project by making repairs to the Springfield Branch Pedestrian Bridge that passes over US23. The City will be providing the design of the repairs to ODOT for inclusion in their project, the cost of which will be paid separately by the City. The cost of construction for these pedestrian bridge repairs will also be City responsibility and will be included in the future LPA Agreement for construction mentioned above.

REASON WHY LEGISLATION IS NEEDED:

In order to authorize this funding partnership with the State of Ohio, Delaware City Council would need to pass legislation authorizing this Local Public Agency agreement no later than December 11th.

COMMITTEE RECOMMENDATION:

N/A

FISCAL IMPACT(S):

There is a sufficient cash reserve in the Stormwater Fund to sustain the local share costs of this project for which design expenditures are budgeted for the 2021 fiscal year with construction commencing in 2022.

POLICY CHANGES:

N/A

PRESENTER(S):

Blake Jordan, Public Utilities Director

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

RECOMMENDATION:

Approval

ATTACHMENT(S)

Original memo and draft ordinance per the Ohio Department of Transportation.
Project Location Map

RESOLUTION NO. 20-67

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A LOCAL PUBLIC AGENCY (LPA) AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION (ODOT) FOR THE US 23 BRIDGE REPAIR PROJECT (PID 109156), DESIGN PHASE DEL-23-7.60, AND TO EXECUTE CONTRACTS.

WHEREAS, the State has identified the need for the described project; and

WHEREAS, this project proposes to inspect City owned culverts and storm sewer infrastructure, incorporate bike bridge repair plan sheets prepared by the City into the overall plan set, and design culvert and storm sewer repairs within the City limits, together with associated work; and

WHEREAS, ODOT has designated the project DEL-23-7.60, PID 109156; and has designated the City of Delaware as the LPA for the project.

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

SECTION 1: Consent Statement: Being in the public interest, the LPA gives consent to the Director of Transportation to complete the above described project.

SECTION 2: Cooperation Statement: The LPA shall cooperate with the Director of Transportation in the above described project as follows:

The City hereby agrees to cooperate with the Director of Transportation of the State of Ohio in the planning, design and construction of the identified highway improvement project and grants consent to the Ohio Department of Transportation for its development and construction of the project in accordance with plans, specifications and estimates as approved by the Director;

The Ohio Department of Transportation shall assume and bear one hundred percent of the necessary costs of the State's highway improvement project; the City's share of the cost for the project is estimated to be \$207,000.00.

The City agrees to assume and bear one hundred percent (100%) of the total cost of those features requested by the City which are not necessary for the improvement as determined by the State and Federal Highway Administration.

SECTION 3: Utilities and Right-of-Way Statement: The LPA agrees that all right-of-way required for the described project will be acquired and/or made available in accordance with current State and Federal regulations.

The LPA also understands that right-of-way costs include eligible utility costs.

SECTION 4: Maintenance: Upon completion of the project, and unless otherwise agreed, the LPA shall: (1) provide adequate maintenance for the project in accordance with all applicable state and federal law, including, but not limited to, Title 23, U.S.C., Section 116; (2) provide ample financial resources, as necessary, for the maintenance of the project; (3) maintain the right-of-way, keeping it free of obstructions, and (4) hold said right-of-way inviolate for public highway purposes.

The LPA agrees that all utility accommodation, relocation and reimbursement will comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual.

SECTION 5: Authority to Sign: The City Manager of said City is hereby empowered on behalf of the City of Delaware to enter into contracts with the Director of Transportation necessary to complete the above described project.

SECTION 6. This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law including Section 121.22 of the Revised Code.

SECTION 7. That this resolution shall be in force and effect immediately upon its passage.

PASSED: _____, 2020

YEAS ___ NAYS ___

ABSTAIN ___

ATTEST: _____

CITY CLERK

MAYOR

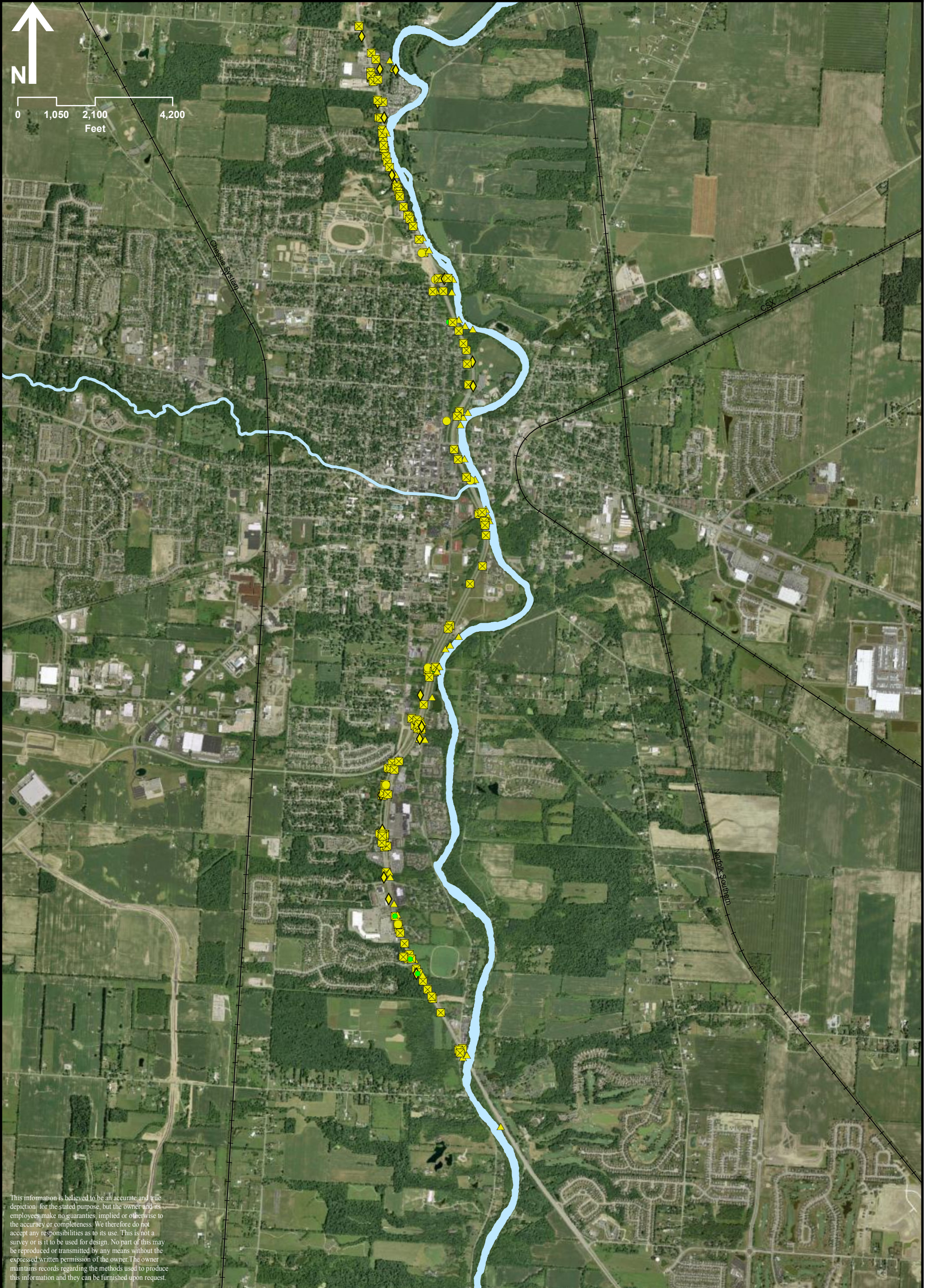


U.S. 23 ODOT Culvert Project Utility Map

- Node Type**
- Blind
 - ⊠ Inlet
 - Manhole
 - ▲ Outfall
 - ◆ Outlet



0 1,050 2,100 4,200
Feet



This information is believed to be an accurate and true depiction for the stated purpose, but the owner and its employees make no guaranties, implied or otherwise to the accuracy or completeness. We therefore do not accept any responsibilities as to its use. This is not a survey or is it to be used for design. No part of this may be reproduced or transmitted by any means without the expressed written permission of the owner. The owner maintains records regarding the methods used to produce this information and they can be furnished upon request.



OHIO DEPARTMENT OF TRANSPORTATION
Mike DeWine, Governor

Jack Marchbanks, Ph.D., Director

District 6

400 E. William St., Delaware, OH 43015

740-833-8000

transportation.ohio.gov

November 13, 2020

Matthew Weber, P.E.
Delaware City Engineer
20 E. William St.
Delaware, Ohio 43015

**RE: Preliminary Participatory Legislation
Design Phase for DEL-23-7.60 Bridge Repair, PID 109156**

Dear Mr. Weber:

Enclosed is a sample preliminary participatory legislation document for an upcoming ODOT bridge repair to inspect City owned culverts/sewer infrastructure, incorporate bike bridge repair plan sheets prepared by the City into the overall plan set, and design the culverts within the City of Delaware's corporation limits. It is estimated that the city's portion of the project cost would be \$207,000.00 for the culvert and storm sewer inspection/design work. Costs associated with the design of the pedestrian bridge pier rehabilitation by the City are not included. This preliminary legislation is only for the design portion of the project and will be followed by construction phase legislation. The construction phase legislation will appear closer to plan file when more accurate estimate numbers for construction are available. Tentatively, the construction work will be performed during the summer of 2022.

After your preparation and approval of the legislation document, please forward it to the Council for their necessary action. After the legislation has been executed, please return an electronic copy to my email address (below).

In order to assure that project development proceeds in a timely manner, the legislation will need to be fully executed and returned to this office prior to December 11, 2020. If you have any questions, please feel free to contact me at 614-357-5430 or via e-mail at kelsey.vandia@dot.ohio.gov.

Respectfully,

Kelsey Vandia
Local-Let Project Manager
ODOT D6 Planning & Engineering

Attachments*

C: Legislation file*, E. Kletrovetz*, G. Dennis*, A. Turowski*, R. Wagner*, B. Davidson*

Excellence in Government

ODOT is an Equal Opportunity Employer and Provider of Services

PRELIMINARY PARTICIPATORY LEGISLATION

Rev. 6/26/00

Ordinance Number _____

PID Number 109156

Design Phase for DEL-23-7.60 Bridge Repair

The following is an Ordinance enacted by the City of Delaware, Delaware County, Ohio, hereinafter referred to as the Local Public Agency (LPA), in the matter of the stated described project.

SECTION I - Project Description

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

This project proposes to inspect City owned culverts/sewer infrastructure, incorporate bike bridge repair plan sheets prepared by the City into the overall plan set, and design the culverts within the City limits, together with associated work.

NOW THEREFORE, be it ordained by the City of Delaware, Ohio.

SECTION II - Consent Statement

Being in the public interest, the LPA gives consent to the Director of Transportation to complete the above described project.

SECTION III - Cooperation Statement

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

The City hereby agrees to cooperate with the Director of Transportation of the State of Ohio in the planning, design and construction of the identified highway improvement project and grants consent to the Ohio Department of Transportation for its development and construction of the project in accordance with plans, specifications and estimates as approved by the Director;

The Ohio Department of Transportation shall assume and bear one hundred percent of the necessary costs of the State's highway improvement project; the City's share of the cost for the project is estimated to be \$207,000.00.

The City agrees to assume and bear one hundred percent (100%) of the total cost of those features requested by the City which are not necessary for the improvement as determined by the State and Federal Highway Administration.

SECTION IV - Utilities and Right-of-Way Statement

The LPA agrees that all right-of-way required for the described project will be acquired and/or made available in accordance with current State and Federal regulations. The LPA also understands that right-of-way costs include eligible utility costs.

The LPA agrees that all utility accommodation, relocation and reimbursement will comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual.

SECTION V - Maintenance

Upon completion of the project, and unless otherwise agreed, the LPA shall: (1) provide adequate maintenance for the project in accordance with all applicable state and federal law, including, but not limited to, Title 23, U.S.C., Section 116; (2) provide ample financial resources, as necessary, for the maintenance of the project; (3) maintain the right-of-way, keeping it free of obstructions, and (4) hold said right-of-way inviolate for public highway purposes.

SECTION VI - Authority to Sign

The City Engineer of said City is hereby empowered on behalf of the City of Delaware to enter into contracts with the Director of Transportation necessary to complete the above described project.

Passed: _____, 2_____.
(Date)

Attested: _____
(Clerk)

(City Engineer)

Attested: _____
(Title)

(President of Council)

This Ordinance is hereby declared to be an emergency measure to expedite the highway project(s) and to promote highway safety. Following appropriate legislative action, it shall take effect and be in force immediately upon its passage and approval, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

CERTIFICATE OF COPY
STATE OF OHIO

City of Delaware, Delaware County, Ohio

I, _____, as Clerk of the City of Delaware, Ohio, do hereby certify that the foregoing is a true and correct copy of the Ordinance adopted by the legislative Authority of the said City on the _____ day of _____, 2____, that the publication of such Ordinance has been made and certified of record according to law; that no proceedings looking to a referendum upon such Ordinance have been taken; and that such Ordinance and certificate of publication thereof are of record in Ordinance Record Number, Page _____.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, if applicable, this _____ day of _____, 2 _____.

Clerk

(SEAL)
(If Applicable)

City of Delaware, Ohio.

The foregoing is accepted as a basis for proceeding with the project herein described.

For the City of Delaware, Ohio

Attest: _____

_____, Date _____

Contractual Officer

For the State of Ohio

Attest: _____

_____, Date _____

Director, Ohio Department of Transportation



FACT SHEET

AGENDA ITEM NO: CONSENT ITEM F DATE: 11/23/2020
ORDINANCE NO: RESOLUTION NO: 20-68
READING: FIRST PUBLIC HEARING: NO

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

TITLE OF PROPOSED ORDINANCE/RESOLUTION:

A RESOLUTION CANCELLING THE SECOND REGULAR MEETING OF CITY COUNCIL DECEMBER 28, 2020.

BACKGROUND:

The second regular meeting in December of City Council falls on December 28.

If approved the December 14 meeting of Council will be considered the year-end meeting.

REASON WHY LEGISLATION IS NEEDED:

This legislation provides notice to the public of a deviation from the regular meeting schedule.

COMMITTEE RECOMMENDATION:

N/A

FISCAL IMPACT(S):

N/A

POLICY CHANGES:

N/A

PRESENTER(S):

Carolyn Kay Riggle, Mayor

RECOMMENDATION:

Approval

ATTACHMENT(S)

N/A



FACT SHEET

AGENDA ITEM NO: CONSENT ITEM G DATE: 11/23/2020
ORDINANCE NO: RESOLUTION NO: 20-69
READING: FIRST PUBLIC HEARING: NO

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

TITLE OF PROPOSED ORDINANCE/RESOLUTION:

A RESOLUTION APPOINTING MEMBERS TO VARIOUS BOARDS, COMMISSIONS, AND/OR COMMITTEES, AND SPECIFYING THE TERM OF THE APPOINTMENTS.

BACKGROUND:

REASON WHY LEGISLATION IS NEEDED:

COMMITTEE RECOMMENDATION:

FISCAL IMPACT(S):

POLICY CHANGES:

PRESENTER(S):

Carolyn Kay Riggle, Mayor

RECOMMENDATION:

ATTACHMENT(S)

N/A

RESOLUTION NO. 20-69

A RESOLUTION APPOINTING MEMBERS TO VARIOUS
BOARDS, COMMISSIONS, AND/OR COMMITTEES, AND
SPECIFYING THE TERM OF THE APPOINTMENTS.

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

WHEREAS, the Mayor has appointed and Council has confirmed the following appointments.

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

SECTION 1. The following appointments are hereby made:

1. Board of Zoning Appeals, At Large – Beth Fisher (reappointment-term expiring June 30, 2023)
2. Board of Zoning Appeals, At Large –Ben Dariano (new appointment – term expiring June 30, 2023)
3. Airport Commission, City – Eric Everson (new appointment – term expiring June 30, 2023)
4. Airport Commission, City – Walt Gaub (reappointment – term expiring June 30, 2023)
5. Historic Preservation Commission, preservationist – Mark Reed (new appointment – term expiring June 30, 2023)
6. Historic Preservation Commission, property owner – Mark Smiles (new appointment – term expiring June 30, 2023)
7. Parks and Recreation Advisory Board, Second Ward – Josh Bricker (reappointment – term expiring June 30, 2023)
8. Parks and Recreation Advisory Board, At Large – Zachary Katona (new appointment – term expiring June 30, 2023)
9. Parks and Recreation Advisory Board, At Large – Mike Rush (reappointment – term expiring June 30, 2023)
10. Planning Commission, First Ward – Sara Anderson (appointment for unexpired term – term expiring June 30, 2022)
11. Planning Commission, Second Ward – Tajudeen Bakare (new appointment – term expiring June 30, 2023)
12. Planning Commission, At Large – Andy Volenik (reappointment, term expiring June 30, 2023)
13. Shade Tree Commission, Stan Eddy (reappointment – term expiring June 30, 2023)
14. Shade Tree Commission, Nathan Andears (new appointment – term expiring June 30, 2023)

15. Sister City Advisory Board, Citizen Representative – Franz Gruber
(new appointment - term expiring June 30, 2023)
16. Sister City Advisory Board, Citizen Representative – Karen Waselko
(new appointment, term expiring June 30, 2023)
17. Income Tax Board of Review – Justin Gregerson (new appointment –
term expiring June 30, 2022)

SECTION 2. This resolution shall be effective immediately upon its passage.

PASSED: _____, 2020

YEAS ____ NAYS ____
ABSTAIN ____

ATTEST: _____
CITY CLERK

MAYOR

Form

Submission Date 2020-10-06 13:28:29

Name Ben dariano

Email bdariano@gmail.com

Address
289 tar heel drive
DELAWARE
OH
43015

Phone Number (614) 4017572

Board or Commission Applying For - Please mark one or more
Board of Zoning Appeals- At Large
Planning Commission - At Large

Why are you interested in this position? I am interested in being a more involved part of the City of Delaware as my wife & I have moved here to put down roots & watch our kids grow.

What education, skills, experience do you bring to this position? I have been involved with the construction & development field for over 10 years. I am currently employed with a major architecture firm and routinely deal with planning & zoning, and variances when representing clients. I understand the need to balance development against the small town that we have grown to love here in Delaware.

Form

Submission Date	2020-09-23 12:09:56
Name	Eric Everson
Email	ericeverson@hotmail.com
Address	171 Lofton Circle Delaware Ohio 43016
Phone Number	(423) 3604373
Board or Commission Applying For - Please mark one or more	Airport Commission
Why are you interested in this position?	As an attorney I am actively licensed in both Florida and Ohio where I currently serve on the Aviation Committee of The Florida Bar. I have many friends and professional relationships within aviation and personally know several of the hangar tenants at our airport. I am active in the developing area of drone law and aviation regulation and would enjoy serving our Delaware community through this Commission.
What education, skills, experience do you bring to this position?	I am an attorney but also hold masters degrees in business administration and in software engineering. I have served in an elected role for The Florida Bar Board of Governors and continue to remain active through my participation in the Aviation Committee. I am also a former US Marine and was stationed at the USMC Ground and Air Combat Center in 29 Palms California. I look to leverage my past experience and history with aviation to help the future obstacles this Commission may face.

Form

Submission Date

2020-09-22 22:00:39

Name

Mark REED

Email

deaconreed@hotmail.com

Address

324 E William St
Delaware
OH
43015-2137

Phone Number

(614) 2660636

**Board or Commission
Applying For - Please mark
one or more**

Historic Preservation Commission - Property Owner in Historic District

**Why are you interested in this
position?**

As a resident of the near Eastside neighborhood, I am interested in contributing constructively to the overall community, particularly by encouraging design integration and continuity across the river.

**What education, skills,
experience do you bring to
this position?**

As owner of a historic home on the Eastside, I have done significant research into both the architectural styles of the 1800's and the history of the city.

Form

Submission Date	2020-09-22 19:45:11
Name	Mark Smiles
Email	msmiles43235@gmail.com
Address	12 N Sandusky St Delaware Ohio 43015
Phone Number	(614) 5604034
Board or Commission Applying For - Please mark one or more	Historic Preservation Commission - Property Owner in Historic District
Why are you interested in this position?	I am very interested in maintaining Delaware's unique historic character for future generations.
What education, skills, experience do you bring to this position?	As a licensed real estate agent, Delaware business owner (The Greater Gouda), and owner of both a historic NW Neighborhood residence and pre civil war commercial building in downtown Delaware, I want to use my lifelong knowledge and expertise to preserve Delaware's character while ensuring it's future economic viability.

Form

Submission Date	2020-09-26 17:45:22
Name	Zachary Katona
Email	zack1921@gmail.com
Address	254 Whitewater Court Delaware OH 43015
Phone Number	(740) 4171917
Board or Commission Applying For - Please mark one or more	Parks and Recreation Advisory Board - At Large
Why are you interested in this position?	I am interested in giving back to the community I grew up in and can think of no better place to start than the pros and Rex department.
What education, skills, experience do you bring to this position?	Bachelor, Sport and Exercise Management - OWU 2017 Master of Business Administration - WGU 2020 Varsity Football - OWU I grew up playing rec sports in Delaware beginning as early as 2001

Form

Submission Date	2020-09-23 09:56:49
Name	Sara Anderson
Email	saradanderson@gmail.com
Address	545 Willis Ln Delaware OH 43015
Phone Number	(614) 4068397
Board or Commission Applying For - Please mark one or more	Parks and Recreation Advisory Board - At Large
Why are you interested in this position?	I would like to get more involved in the things happening in the city where I've lived for 18 years. I love raising my family here and the parks are one of the reasons why.
What education, skills, experience do you bring to this position?	I have a master's degree in public administration and I have worked in both state and local government for the past 21 years.

Form

Submission Date 2020-10-09 14:03:33

Name Tajudeen Bakare

Email tbakare@ctconsultants.com

Address 107 Crafton Court
Delaware
OH
43015

Phone Number (937) 3054778

Board or Commission Applying For - Please mark one or more Planning Commission - First Ward

Why are you interested in this position? I wanted to get the perspective of how the City planning commission has performed in the past, currently and to be involved in the future physical development and harmonious improvement of the City.

What education, skills, experience do you bring to this position?

I received my BSCE (1985) and MSCE (1988) in Civil/Structural Engineering from the City College of New York. I am currently the Chief Bridge Engineer and Partner at CT Consultants, Inc. I have 35 years of structural engineering experience with PE licenses in 5 States (OH, PA, NY, WV and TN) and specializes in management, design, review, and construction support for transportation projects. I am prequalified and certified for the Ohio Department of Transportation (ODOT) Bridge Design Levels 1 and 2 including ODOT Bridge Inspection Level 1. I am experienced in bridge design, rehabilitation, widening, load rating, geometrics, and Structures Maintenance of Traffic (MOT) alternatives analysis. I have managed and designed a variety of transportation projects in Ohio and thoroughly knowledgeable in ODOT's Project Development Process (PDP) and Local Public Agency (LPA) processes. I am adept in the use of a wide range of bridge design software, and has attended and passed all five of ODOT's sponsored AASHTO LRFD training module/seminars including ODOT's Seismic Policy/Design training classes and AASHTOWare BrR Bridge Load Rating training sessions.

Overall, I have been involved in the design of over 200 bridges and the physical condition inspection of over 2,400 bridges in my career. My experience includes short and long-span steel and concrete bridges.

I am currently project manager on ODOT-LPA JAC-CR501-0.73 bridge replacement project for the City of Jackson. I was project manager for TRU-80-8.56L/R, FAY-62-4.65, FRA-270-3.09, DAR-49-23.78, TRU-CH122-Nelson-Moser Road and WAR-Socialville-Fosters Road bridge widening/replacement projects. I was the bridge reviewer for the Ohio Turnpike Infrastructure Commission, 3rd Lane widening project (MP 86.17 TO 91.21 and MP 91.21 TO 92.79).

I previously chaired and now an active member of the Ohio Transportation Engineering Conference (OTEC) Structures Committee and was the Program Director and now active member in the Association for Bridge Design and Construction (ABCD). I am currently on ODOT's Office of Structural Engineering (OSE) Bridge Review Process Committee whose mission is to look at current ODOT's review process, overhaul, make changes and release for designers to use for plan development.

I am currently an active committee member of the Mid-Ohio Regional Planning Commission (MORPC) Active Transportation Plan Working Group and the Community Advisory Committee. In 2014, I received the National Society of Black Engineers (NSBE) highest professional honor award as the 'Technologist of the Year'. I volunteers as Board Vice President of the Second Ward Community Initiative (SWCI), a not-for-profit organization where I tutor and mentor students of all ages in the City of Delaware STEAM Club program. I am on the City of Delaware's 2020 Comprehensive Plan Steering Committee. In April 2020, the Mayor of the City of Delaware awarded me with a Proclamation to recognize my commitment and dedication to the City. In May 2020, the Center of Science and Industry (COSI) recognized me with the City of Delaware 'STEM Star' Award to honor a community local STEM champion.

I have been living in the City of Delaware since 2003.

Form

Submission Date

2020-09-22 18:58:16

Name

Nathan Andears

Email

nathan.andears@gmail.com

Address

21 Elmwood Drive
Delaware
Ohio
43015

Phone Number

(740) 5796600

**Board or Commission
Applying For - Please mark
one or more**

Shade Tree Commission

**Why are you interested in this
position?**

I am an avid tree lover! My wife and I walk throughout the city, and the trees are my biggest point of interest. I notice each place where a tree would be beneficial, and often comment on it.

I grow native bonsai in my backyard, and try to educate myself on the subject of trees wherever I can. I would love to be a part of this cities trees.

**What education, skills,
experience do you bring to
this position?**

I have no formal training regarding trees specifically. I have a bachelor's degree in philosophy from The University of Akron. As for experience, there is nothing professional. I was raised to love trees, from cutting the wood to heat my childhood home, to planting trees regularly. My father and I have a pet project where we are attempting to start a blight resistant American Chestnut grove, and from this I have learned much.

Elaine McCloskey

From: Franz Gruber <gruberf@columbusacademy.org>
Sent: Tuesday, October 13, 2020 9:17 PM
To: Elaine McCloskey
Cc: Franz Gruber
Subject: Sister City Advisory Board - Application to Join

Caution! This message was sent from outside your organization.

Name: Franz J. Gruber

Address:
73 Rosemary Run
Delaware, OH 43015

Phone: 740-816-8339

Email: Franz_Gruber@columbusacademy.org

Why interested in the position?

I am interested in joining the board as I am both, US and German citizen. Thus, I have a unique perspective as regards US - German relations generally and US / German sister cities in particular. Rita Selle is a friend of mine and she told me about this program.

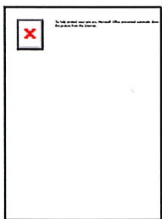
What education, skills, experience do you bring to the position?

I earned a Ph.D. from Cornell University and have been a Latin teacher at Columbus Academy for more than 20 years. In the late 90s I taught German classes at Columbus State Community College.

I appreciate your interest in my application for this position.

Respectfully,
Franz Gruber

--



Franz Gruber

Latin Instructor

OCC (Ohio Classical Conference) rep to ACL
(American Classical League)
ACL Membership Committee

Columbus Academy

4300 Cherry Bottom Road, Gahanna, OH 43230
(614) 475-2311

ColumbusAcademy.org



On-campus and virtual tours are available. To schedule a visit, call 614-509-2220.

Form

Submission Date 2020-09-25 18:56:41

Name Karen Waselko

Email kwaselko@gmail.com

Address
39 Forest Ave
Delaware
OH
43015

Phone Number (740) 8153534

**Board or Commission
Applying For - Please mark
one or more** Sister City Advisory Board

**Why are you interested in this
position?** I would like to have the opportunity to give back to my community and to help promote a global culture in Delaware.

**What education, skills,
experience do you bring to
this position?** I have some experience traveling abroad. I have been a Spanish teacher for 22 years, 19 of those here at Hayes High School. I have a passion for cultures and forging global relationships and want to utilize my skills in my community.

Form

Submission Date 2020-09-22 15:50:32

Name Justin Gregerson

Email jugreg11@yahoo.com

Address 331 Minton Dr.
Delaware
OH
43015

Phone Number (847) 7910980

Board or Commission Applying For - Please mark one or more Income Tax Board of Review

Why are you interested in this position? Being new to Delaware, I have been looking for opportunities to contribute my time and effort in order to support this community as we usher in growth.

What education, skills, experience do you bring to this position? I have Masters Degree in Business with a focus in Accounting, several Insurance credentials, and am currently pursuing the EA and CPA.



FACT SHEET

AGENDA ITEM NO: 8

DATE: 11/23/2020

ORDINANCE NO: 20-69

RESOLUTION NO:

READING: THIRD

PUBLIC HEARING: YES

October 26, 2020 at 7:30 p.m.

November 9, 2020 at 7:30 p.m.

TO: Mayor and Members of City Council

FROM: R. Thomas Homan, City Manager

VIA: Justin Nahvi, Finance Director

TITLE OF PROPOSED ORDINANCE/RESOLUTION:

AN ORDINANCE MAKING APPROPRIATIONS FOR THE YEAR 2021 AND DECLARING AN EMERGENCY.

BACKGROUND:

This is the third reading of the City Manager's proposed 2021 budget. The budget is required to be adopted by Council pursuant to Section 78 of the City Charter.

REASON WHY LEGISLATION IS NEEDED:

Required by Section 78 of the City Charter

COMMITTEE RECOMMENDATION:

N/A

FISCAL IMPACT(S):

N/A

POLICY CHANGES:

N/A

PRESENTER(S):

R. Thomas Homan, City Manager
Justin Nahvi, Finance Director

RECOMMENDATION:

Approval at third reading

ATTACHMENT(S)

ORDINANCE NO. 20-69

AN ORDINANCE MAKING APPROPRIATIONS FOR THE
YEAR 2021 AND DECLARING AN EMERGENCY

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

SECTION 1. That from and out of the balances in the various funds of the City of Delaware, and from money anticipated to be received into said funds, there are hereby appropriated the following sums for use by the various departments of the City in performance of their functions and activities during the year ending December 31, 2021.

GENERAL FUND

CITY COUNCIL	
Personnel	169,936
Other	12,860
CITY MANAGER	
Personnel	798,906
Other	116,146
ADMINISTRATIVE SERVICES	
Personnel	261,241
Other	160,958
ECONOMIC DEVELOPMENT	
Personnel	238,848
Other	241,254
LEGAL AFFAIRS/PROSECUTOR	
Personnel	814,028
Other	56,100
FINANCE	
Personnel	1,274,693
Other	979,250
GENERAL ADMINISTRATION	
Other	5,894,309
RISK MANAGEMENT	
Other	339,600
POLICE	
Personnel	8,956,340
Other	1,172,125
PLANNING	
Personnel	1,354,198
Other	201,550
ENGINEERING	
Personnel	1,191,181
Other	964,475
MUNICIPAL BUILDINGS	
Personnel	252,526
Other	425,350
TOTAL GENERAL FUND	25,875,874

STREET MAINTENANCE & REPAIR		
Administration		
Personnel	661,935	
Other	309,050	
Street Maintenance		
Personnel	797,560	
Other	1,690,773	
Traffic Division		
Personnel	435,339	
Other	517,584	
TOTAL STREET MAINTENANCE		4,412,241
STATE HIGHWAY IMPROVEMENT		150,000
LICENSE FEE FUND		680,000
PERFORMANCE BOND FUND		250,000
PARKS & RECREATION FUND		
Park Maintenance		
Personnel	1,015,705	
Other	322,988	
Recreation		
Personnel	196,056	
Other	84,825	
Programs		
Other	129,250	
Pool		
Personnel	190,700	
Other	88,000	
Concessions		
Personnel	52,650	
Other	47,000	
Urban Forestry		
Personnel	92,123	
Other	92,050	
TOTAL PARKS & RECREATION		2,311,347
CEMETERY FUND		
Personnel	242,699	
Other	41,150	
TOTAL CEMETERY FUND		283,849
TREE FUND		65,000
AIRPORT OPERATIONS FUND		
Personnel	221,091	
Other	712,400	
TOTAL AIRPORT OPERATIONS FUND		933,491
AIRPORT 2000 T-HANGAR FUND		94,156
FIRE/EMS OPERATIONS FUND		
Personnel	9,820,895	
Other	3,159,755	
TOTAL FIRE/EMS OPERATIONS FUND		12,980,650

MUNICIPAL COURT		
Judicial		
	Personnel	1,660,546
	Other	71,000
Mission Court		
	Personnel	89,426
Clerk of Courts		
	Personnel	1,274,128
	Other	85,900
TOTAL MUNICIPAL COURT		3,181,000
RECREATION CENTER INCOME TAX		2,625,980
AIRPORT TIF FUND		190,692
GLENN RD TIF FUND		2,342,306
SKY CLIMBER/V&P HYDRAULICS TIF FUND		50,000
MILL RUN TIF FUND		120,000
IDIAM FUND		35,000
DRUG ENFORCEMENT FUND		49,829
INDIGENT ALCOHOL TREATMENT FUND		100,000
OMVI ENFORCEMENT & EDUCATION FUND		4,981
POLICE JUDGMENT FUND		23,324
POLICE FEDERAL JUDGMENT FUND		13,877
PARKS EXACTION FEE FUND		91,779
COMPUTER LEGAL RESEARCH FUND		235,114
COURT SPECIAL PROJECTS FUND		262,555
COURT PROBATION SERVICES FUND		106,500
POLICE DISABILITY PENSION FUND		268,257
FIRE DISABILITY PENSION FUND		268,257
COMMUNITY PROMOTION FUND		50,000
COMMUNITY DEVELOPMENT BLOCK GRANT FUND		153,000
POLICE FEDERAL SEIZURE FUND		3,539
REVOLVING LOAN FUND		135,000
GENERAL BOND RETIREMENT FUND		1,901,732
PARK IMPROVEMENT BOND FUND		2,297,350

SE HIGHLAND SEWER BOND FUND		825,400
CAPITAL IMPROVEMENTS FUND		5,236,366
OPWC FUND		600,000
POINT PROJECT CAPITAL FUND		2,350,000
FAA AIRPORT GRANT FUND		385,000
FAA AIRPORT AIP GRANT FUND		370,005
EQUIPMENT REPLACEMENT FUND		646,477
PARK IMPACT FEE FUND		750,000
POLICE IMPACT FEE FUND		58,216
MUNICIPAL IMPACT FEE IMPROVEMENT FUND		131,660
GLENN ROAD SOUTH CONSTRUCTION FUND		732,550
GLENN ROAD NORTH CONSTRUCTION FUND		159,895
GOLF COURSE FUND		
	Personnel	59,500
	Other	226,700
	<i>TOTAL GOLF COURSE FUND</i>	286,200
PARKING LOT FUND		45,800
STORM SEWER FUND		
	Operations	
	Personnel	261,315
	Other	1,188,850
	<i>TOTAL STORM SEWER</i>	1,450,165
STORM PROJECTS FUND		900,000
WATER FUND		
	Administration	
	Personnel	324,395
	Other	3,037,054
	Treatment	
	Personnel	947,336
	Other	1,297,350
	Distribution	
	Personnel	627,619
	Other	409,850
	<i>TOTAL WATER FUND</i>	6,643,604
WATER CONSTRUCTION FUND		2,510,800
<i>WATER CAPACITY FEE FUND</i>		2,098,982
WATER CUSTOMER DEPOSIT FUND		35,000
SEWER FUND		
	Administration	

	Personnel	324,440	
	Other	4,374,540	
Treatment			
	Personnel	984,939	
	Other	1,385,900	
Maintenance			
	Personnel	299,174	
	Other	350,290	
	TOTAL SEWER FUND		7,719,283
	SEWER CONSTRUCTION FUND		2,394,158
	SEWER CAPACITY FEE FUND		2,935,921
	SE HIGHLAND SEWER FUND		835,400
	REFUSE FUND		
Administration			
	Other	462,030	
Refuse Collection			
	Personnel	806,002	
	Other	2,030,600	
Recycling Collection			
	Personnel	486,408	
	Other	698,400	
	TOTAL REFUSE FUND		4,483,440
	GARAGE ROTARY FUND		
	Personnel	416,084	
	Other	477,450	
	TOTAL GARAGE ROTARY FUND		893,534
	INFORMATION TECHNOLOGY ROTARY FUND		
Staff Support			
	Personnel	553,226	
	Other	31,505	
System Support			
	Other	976,688	
GIS Operations			
	Personnel	174,172	
	Other	59,512	
	TOTAL IT ROTARY FUND		1,795,103
	SELF INSURANCE FUND		7,836,000
	WORKERS COMPENSATION RESERVE FUND		659,000
	FIRE DONATION FUND		-
	PARKS DONATION FUND		12,000
	POLICE DONATION FUND		8,836
	MAYOR'S DONATION FUND		1,200
	PROJECT TRUST FUND		175,000
	UNCLAIMED FUNDS TRUST FUND		4,750

UNCLAIMED FUNDS COURT FUND	-
DEVELOPMENT RESERVE FUND	754,465
GENERAL RESERVE FUND	1,288,864
CEMETERY PERPETUAL CARE FUND	2,000
STATE HIGHWAY PATROL FUND	75,000
STATE BUILDING PERMIT FEE FUND	18,000
JEDD INCOME TAX FUND	284,510
 TOTAL APPROPRIATIONS - ALL FUNDS	 120,939,264

SECTION 2. That the Finance Director is hereby authorized to make payment from any of the foregoing appropriations to the extent of the amounts contained in the respective appropriations whenever claims, duly approved by the officer authorized by law to approve such claims, are presented.

SECTION 3. That the Finance Director is hereby authorized and empowered to make necessary changes which are not in conflict with this ordinance within a given appropriation to carry out the functions of the City. No changes to the total amount of a departmental or fund appropriation may be made without the legislative action of the City Council.

SECTION 4. That any sums which shall be expended from the above appropriation and which are a proper charge against any other department, or against any person, firm or corporation, shall, if repaid within the period covered by such appropriation, be credited to the fund from which such payment was made.

SECTION 5. In accordance with Ohio Revised Code Sections 5705.14, 5705.15, and 5705.16 the Finance Director is hereby authorized to make the interfund transfers identified in the 2021 Budget Detail presented to, and approved by, City Council as part of the 2021 Budget adoption process.

SECTION 6. The City Finance Director is hereby authorized to establish a Capital Improvement Fund entitled the OPWC Capital Projects Fund (Fund 412). This fund will be used to track revenues and expenditures related to capital projects funded through OPWC grants.

SECTION 7. The City Finance Director is hereby authorized to establish a Capital Improvement Fund entitled the Storm Sewers Capital Projects Fund (Fund 524). This fund will be used to track revenues and expenditures related to capital projects for the City's storm sewer system.

SECTION 8. That the Clerk of Council is directed to certify a copy of this ordinance to the Budget Commission of Delaware County.

SECTION 9. Emergency Clause. That this ordinance is hereby declared to be an emergency measure necessary to provide for the public peace, safety, health and welfare of the City, and further to provide lawful appropriations available for expenditure by January 1, 2021, and as such will be in full force and effect immediately upon its passage.

VOTE ON EMERGENCY CLAUSE:

Yeas ____ **Nays** ____

PASSED: _____, 2020

Yeas ____ **Nays** ____

ATTEST: _____
Clerk

Mayor



FACT SHEET

AGENDA ITEM NO: 9

DATE: 11/23/2020

ORDINANCE NO: 20-71

RESOLUTION NO:

READING: THIRD

PUBLIC HEARING: YES
November 9, 2020 @ 7:45 p.m.

TO: Mayor and Members of City Council

FROM: R. Thomas Homan, City Manager

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

TITLE OF PROPOSED ORDINANCE/RESOLUTION:

AN ORDINANCE AMENDING SECTION 197.02 OF THE SCHEDULE OF FEES AND SERVICE CHARGES.

BACKGROUND:

Proposed revisions allow for increased reimbursement to the City for costs associated with the provision of permit review and construction inspection activity. Currently, the City is limited to charging flat rate fees for permit reviews, and \$55/hour for construction inspection activity. An increase to \$60/hour is proposed to cover costs incurred for permit review and construction inspection work performed by City staff. Additionally, language is added to allow for reimbursement to the City for the actual costs associated with the use of contract services for both permit review and inspection work. A 10% administrative fee is added to all contract service charges to account for City staff involvement. These changes are identical to prior changes to the Engineering plan review and inspection fees associated with land development activity implemented in 2018.

REASON WHY LEGISLATION IS NEEDED:

To allow for reimbursement of an increased amount of permit review and construction inspection fees. Currently, complex right of way permits can involve dozens of hours of in-house staff review and/or contract assistance that

are not fully reimbursable under existing code. Based on prior year right of way permit activity, it is estimated that an additional 1,248 hours of annual billing could generate up to \$93,600 to offset costs incurred by the City for managing right of way activity.

COMMITTEE RECOMMENDATION:

N/A

FISCAL IMPACT(S):

Increase reimbursements to the City for associated right of way activity.

POLICY CHANGES:

Expands fees to include reimbursement of actual costs incurred by the City through use of contract services for right of way permit review and construction inspection. Provides for doubling of permit fees for applicants that work within the public right of way without submitting appropriate permits.

PRESENTER(S):

Justin Navhvi, City Finance Director

RECOMMENDATION:

Approval following public hearing

ATTACHMENT(S)

N/A

ORDINANCE NO. 20-71

AN ORDINANCE AMENDING SECTION 197.02 OF THE SCHEDULE OF FEES AND SERVICE CHARGES.

WHEREAS, as part of the yearly review of the fees established in Delaware Codified ordinance Section 197, it has been determined that certain rates should be amended.

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

SECTION 1. The following portions of 197.02 are amended as follows:

COMMUNITY DEVELOPMENT/CONSTRUCTION		
SOURCE OF FEE	FEE TITLE	FEE
901.07 [901.15]	Right-of-Way Permit and Inspection Fees	<p>Permit APPLICATION Fees: Dumpster/Storage Pod: \$25.00 Excavation in Public Right-of-Way: \$35.00 \$50.00 Occupancy of Public Right-of-Way: \$30.00 Blanket Permit Designation: \$500.00</p> <p>PERMIT FEES ARE DOUBLED FOR APPLICANTS THAT START ACTIVITY WITHIN THE PUBLIC RIGHT-OF-WAY WITHOUT FIRST APPLYING FOR AND OBTAINING AN APPROVED PERMIT.</p> <p>Inspection Fees: Excavation in roadway pavement: \$200.00 Excavation outside roadway pavement: \$50.00 Additional inspection: \$55.00 an hour Pavement repair deposit: \$250.00 (refundable upon satisfactory completion of work)</p> <p>ADDITIONAL PLAN REVIEW AND INSPECTION FEES: \$60.00 PER HOUR FOR IN-HOUSE INSPECTION SERVICES AND THE ACTUAL COST OF CONTRACT PLAN REVIEW AND INSPECTION SERVICES. A 10% ADMINISTRATIVE FEE IS ADDED TO ALL PLAN REVIEW AND INSPECTION INVOICING.</p> <p>FINAL RECONCILIATION PERFORMED UPON COMPLETION OF ALL WORK AND RECEIPT BY CITY OF ALL OUTSTANDING CONTRACT SERVICE BILLING.</p> <p>PERMIT AND INSPECTION FEES ARE WAIVED FOR INDIVIDUAL PROPERTY OWNERS SUBMITTING APPLICATIONS TO COMPLETE SIDEWALK REPAIRS ON THEIR RESPECTIVE PROPERTY.</p>



FACT SHEET

AGENDA ITEM NO: 10

DATE: 11/09/2020

ORDINANCE NO: 20-72

RESOLUTION NO:

READING: THIRD

PUBLIC HEARING: NO

TO: Mayor and Members of City Council

FROM: R. Thomas Homan, City Manager

VIA: Jessica Feller, Human Resource Manager

TITLE OF PROPOSED ORDINANCE/RESOLUTION:

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

BACKGROUND:

The proposed 2021 budget reflects an increase in wages by 3% for the non-union employee pay plan and 3% for the department head pay plan ranges.

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

REASON WHY LEGISLATION IS NEEDED:

Legislation is necessary in order to process payroll changes.

COMMITTEE RECOMMENDATION:

N/A

FISCAL IMPACT(S):

A 3 percent increase for all non-union pay plan positions and 3 percent increase to the department head pay plan ranges, as reflected in the proposed 2021 budget.

POLICY CHANGES:

N/A

PRESENTER(S):

Jessica Feller, Human Resource Manager

RECOMMENDATION:

Approval at third reading

ATTACHMENT(S)

Amended Pay Plan

ORDINANCE NO. 20-72

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

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

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

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

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

SECTION 4. EMERGENCY CLAUSE. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City. The emergency clause is required to enact the changes effective on December 23, 2020 which coincides with the new calendar year. Therefore, this Ordinance shall be in full force and effect immediately upon its passage.

VOTE ON EMERGENCY CLAUSE:

YEAS ___ NAYS ___
ABSTAIN ___

PASSED: _____, 2020

YEAS ___ NAYS ___
ABSTAIN ___

ATTEST: _____
CITY CLERK

MAYOR



THE CITY OF DELAWARE 2021 SUMMARY OF BENEFITS

Professional, Confidential, Supervisory and Non-
Union Employees

Revised 12/23/2020

Contents

Article I. WAGES AND PAY PLAN..... 2

Section 1.01 Non- Union Employee Pay Plan..... 2

Section 1.02 Department Head Pay Plan 4

Section 1.03 Safety Forces Pay Plan 4

Section 1.04 Overtime Pay and Compensatory Time: Non-Exempt Employees..... 6

Section 1.05 Compensatory Time: Exempt Employees..... 7

Article II. ACCRUED TIME AND VARIOUS LEAVES 8

Section 2.01 Vacation..... 8

Section 2.02 Sick Leave 10

Section 2.03 Holiday and Personal Days..... 13

Section 2.04 Funeral Leave 14

Section 2.05 Special Leave..... 15

Section 2.06 Jury Duty Leave..... 15

Section 2.07 Court Leave 15

Section 2.08 Injury Leave..... 15

Article III. Insurance..... 17

Section 3.01 Hospitalization, Surgical and Major Medical..... 17

Section 3.02 Prescription Plan..... 19

Section 3.03 Dental Care Plan..... 19

Section 3.04 Life Insurance..... 19

Section 3.05 Vision Plan 19

Article IV. Other Compensation..... 20

Section 4.01 Longevity Compensation 20

Section 4.02 Automobile Expense Reimbursement..... 20

Section 4.03 Non-Uniformed Clothing Allowance..... 20

Section 4.04 Call In Pay 21

Section 4.05 Tuition Reimbursement 21

Article V. Miscellaneous 22

Section 5.01 Personnel Files 22

Section 5.02 Parks and Recreation Credit 23

Article I. WAGES AND PAY PLAN

Section 1.01 Non- Union Employee Pay Plan

(a) The following pay schedule is to be effective **DECEMBER 23, 2020** and the table below reflects a 3% increase for each step. Step increase shall take effect the first full pay period following the employee’s anniversary date.

Pay Grade	Position
¹ M1	Administrative Assistant, Police Administrative Aide, Help Desk Support Technician
M2	Airport Technician, Police Assistant
M3	Economic Development Communications Specialist, Communications Specialist, Service Coordinator, Data and Video Technician
M4	Cemetery Manager, Financial Specialist I, Arborist
M5	GIS/CMMS Technician, Administrative Services Specialist, Right-of-Way Inspector, Zoning Technician, Golf Course Supervisor, Watershed Coordinator, Technical Support Specialist
M6	Police Technician
M7	Code Enforcement Officer I, Customer Service Liaison, Facility Maintenance Supervisor
M8	Engineering Technician, Airport Operations Supervisor, Division Supervisor, Financial Specialist II, Executive Assistant, Code Enforcement Officer II, Project Manager I, Collections Manager, Construction Inspector, Economic Development Coordinator, GIS/CMMS Analyst
M9	Assistant City Attorney/Prosecutor, Building Inspector I
M10	Development Planner, Recreation Program Superintendent
M11	No current position
M12	GIS Coordinator, Project Manager II, Airport Manager, Construction Inspection Manager, Budget and Management Analyst, Fleet Maintenance Supervisor
M13	Building Inspector II
M14	Information Systems & Network Administrator, Human Resource Manager, Assistant Prosecutor, Application System Specialist
M15	Project Engineer I, Assistant Water Manager, Parks Superintendent
M16	No current position
M17	Public Works Superintendent, Accountant, Zoning Administrator, Water Manager, Wastewater Manager, Community Affairs Coordinator, Project Engineer II, Income Tax Administrator, Utilities Field Superintendent
M18	Project Engineer III, Deputy Director
M19	Deputy City Engineer
M20	No current position

¹ Per Amendment to Ordinance No. 18-112 (December 20, 2018) Clerk of Council (M1) removed from Management Pay Plan effective January 15, 2019.

Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5
M1	20.01	20.79	21.52	22.51	23.38
M2	20.58	21.81	22.26	23.20	24.09
M3	21.61	22.48	23.38	24.33	25.30
M4	22.48	23.37	24.32	25.33	26.31
M5	23.64	24.67	26.13	27.11	27.92
M6	24.60	25.73	27.15	28.18	29.05
M7	25.54	26.77	28.23	29.28	30.21
M8	26.97	28.12	29.24	30.48	31.77
M9	28.07	29.22	30.42	31.70	33.03
M10	29.19	30.40	31.67	32.99	34.38
M11	30.35	31.56	32.97	34.28	35.70
M12	31.60	32.87	34.25	35.65	37.16
M13	32.85	34.18	35.63	37.10	38.66
M14	34.11	35.57	37.05	38.58	40.21
M15	35.47	37.00	38.54	40.13	41.77
M16	36.94	38.46	40.07	41.73	43.44
M17	38.42	39.97	41.73	43.38	45.22
M18	39.91	41.58	43.38	45.16	47.03
M19	41.54	43.26	45.12	46.94	48.87
M20	43.19	44.95	46.94	48.82	50.84

Section 1.02 Department Head Pay Plan

(a) The following pay schedule for the positions below is to be effective **DECEMBER 23, 2020** and reflects a 3% increase to each range.

Pay Grade				
DH III			Range	
	Justin Nahvi	Finance Director	\$111,804.43	to \$156,526.20
	Natalia Harris	City Attorney		
	Bruce Pijanowski	Police Chief		
	John Donahue	Fire Chief		
DH II			\$93,170.36	to \$130,437.74
	Bill Ferrigno	Public Works Director/City Engineer		
	David Efland	Planning & Development Director		
	Susie Dailey	Chief Information Officer		
	Vacant	Assistant Fire Chief		
	Vacant	Assistant Police Chief		
	Blake Jordan	Public Utilities Director		
	Kyle Kridler	Assistant City Manager		
DH I			\$77,641.97	to \$108,698.75
	Jerry Warner	Chief Building Official		
	Sean Hughes	Economic Development Director		
	Ted Miller	Parks & Natural Resources Director		
	Vacant	Chief Prosecutor		
	Lee Yoakum	Community Affairs Coordinator		

Section 1.03 Safety Forces Pay Plan

(a) **Police Captain Wages**

THE FOLLOWING PAY SCHEDULE FOR THE POSITION(S) BELOW IS TO BE EFFECTIVE DECEMBER 23, 2020 AND REFLECTS A 3% INCREASE FOR EACH STEP.

Pay Grade	STEP 1		STEP 2		STEP 3	
	Hourly	Annual	Hourly	Annual	Hourly	Annual
SF1	51.75	\$107,634.18	53.68	\$111,661.89	55.63	\$115,711.02
PAY GRADE	POSITION					
SF1	Police Captain					

1) *Maximum Vacation Accrual*

If an employee enters into the Management Pay Plan with more than the maximum accrual of vacation hours allowed, the following will occur: 1. the employee may request a pay out to take the current level below the maximum allowed of, 2. the current accrual will be “frozen” as a maximum cap for the calendar year.

2) *Initial Compensatory Time*

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

3) *Clothing Maintenance Allowance*

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

4) *Uniforms Allowance*

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

(b) Fire Captain Wages

The following pay schedule is to be effective December 26, 2018. The table below reflects **the contractual equivalent** a 2% increase for each step. Step increase shall take effect the first full pay period following the employee’s anniversary date.

Pay Grade	STEP 1		STEP 2		STEP 3	
	Hourly	Annual	Hourly	Annual	Hourly	Annual
SF2	per contract		per contract		per contract	
<u>PAY GRADE</u>	<u>POSITION</u>					
SF2	Fire Captain					

1) *Fire Captain Provision*

Wages and associated benefits for the 40-hour/week Management Fire Captain are identical to those provided to equivalent bargaining unit position. Position is considered overtime eligible. Additionally, incumbent will receive 5% out-of-class pay (based on wage rate **AND DOES NOT INCLUDE SHIFT PREMIUM**) when serving as Acting Chief.

Section 1.04 Overtime Pay & Compensatory Time: Non-Exempt Employees

- (a) For employees who are entitled to overtime pay or compensatory time off under the provisions of the Fair Labor Standard Act they shall be entitled to overtime pay or compensatory time as described below:
- 1) Employees shall be compensated at straight-time rates for all hours in active pay status, except that all hours in paid status in excess of forty (40) hours in any workweek shall be compensated for at a rate of time and one-half. Payment in cash shall be made for any overtime due at the time of separation from City service.
 - 2) In lieu of cash payment, the employee may request to be compensated for overtime by compensatory time off in accordance with the law. Such compensatory time off shall be equal to one and one-half (1.5) hours for each hour of overtime compensation to which the employee is entitled. All requests for use of compensatory time are subject to approval of the department head. Compensatory time shall be taken at a time mutually agreeable to the supervisor and the employee.
 - 3) Employees can accumulate up to eighty (80) hours of compensatory time. When an employee has eighty (80) hours of accumulated compensatory time, all further overtime will be paid in cash.
 - 4) At no time shall compensatory time be converted to any other form of leave or compensation; except when an employee separates from City service. Upon termination of employment, a non-exempt employee shall be paid for unused compensatory time provided that the time was earned after April 14, 1986 at a rate of compensation not less than:
 - i. The average regular rate (hourly rate) received by such employee during the last 3 years of the employee's employment, or
 - ii. The final regular rate (hourly rate) received by such employee, whichever is higher.
 - 5) Compensatory time shall be submitted on the regular payroll sheet detailing the time earned and taken.

Section 1.02 Compensatory Time: Exempt Employees

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

Article II. ACCRUED TIME AND VARIOUS LEAVES

Section 2.01 Vacation

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

Years of Total Service	Vacation Hrs./Year	Vacation Hrs./Pay
Start through 5 years	80.6	3.1
6 through 10 years	119.6	4.6
11 through 15 years	161.20	6.2
16 plus years	200.2	7.7

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

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

(e) Eligibility

- 1) To be eligible for biweekly (pay period) vacation accumulation, an employee must be in paid status for a minimum of 72 hours within that pay period; except that when an employee is required to report for work and does so report and is denied work because of circumstances beyond their control, absence from work for the balance of that day shall not be construed as unpaid work status.
- 2) An employee in full-time status who is to be separated from City service through discharge, resignation, retirement or layoff, and who has unused vacation leave to their credit, shall be paid in a lump sum for such unused vacation leave in lieu of granting a vacation leave after his last day of active service with the City. Such payment shall be paid at the employee's hourly rate of pay at time of separation.
- 3) When a member dies while in paid status in the City service, any unused vacation leave to their credit shall be paid in a lump sum to the surviving spouse, or such other person the employee may have designated in writing.
- 4) Requests for vacation are to be submitted and approved, in advance of the intended use, by employee's supervisor or department head.
- 5) To be eligible to transfer years of service for determination of vacation benefits to the City of Delaware from prior employment **inside the state of Ohio:**
 - i. Employees will only be eligible to transfer years of service from a public agency as defined by State law.
 - ii. The amount of years of service that can be transferred is unlimited.
 - iii. Prior employment must be in full-time status
- 6) To be eligible to transfer years of service for determination of vacation benefits to the City of Delaware from prior employment **outside the State of Ohio:**
 - i. Employees will only be eligible to transfer years of service from their immediate previous employer.
 - ii. Said previous employer must be a public agency.
 - iii. Employment with the City of Delaware must take place within twelve months of termination from their immediate previous employer.
 - iv. The maximum amount of years of service that can be transferred is five (5) years.
 - v. Present employees are not eligible.
 - vi. Prior employment must be in full-time status.
- 7) An employee may elect to trade three (3) weeks of vacation time, or the equivalent of vacation time earned in one year, whichever is greater, for equivalent pay during the calendar year. Conversion of vacation time may occur for pay periods ending in the months of January, June, or December of each year. For **2021**, these dates are as follows:

Pay Period Ending	Pay Date
JANUARY 5, 2021	JANUARY 12, 2021
JANUARY 19, 2021	JANUARY 26, 2021
JUNE 8, 2021	JUNE 15, 2021
JUNE 22, 2021	JUNE 29, 2021
DECEMBER 7, 2021	DECEMBER 14, 2021
DECEMBER 21, 2021	DECEMBER 28, 2021

An employee must inform the Department Head prior to August 1 of the year preceding the calendar year in which he intends to make the trade and must maintain at least forty (40) hours of vacation time in the employee's account after said trade takes place. Exceptions may be granted by the authority of the city manager.

Section 2.02 Sick Leave

- (a) Each city employee shall be entitled to sick leave with pay for four and six-tenths (4.6) hours of each completed (80) hours of service. An employee may use sick leave, upon approval of his or her Department Head, for absence due to personal illness, pregnancy, injury, or exposure to contagious disease which could be communicated to other employees, and for illness or injury of the employee's spouse, dependent children, step-children or parent. It is the option of a supervisor, with cause, to require return to work documentation from the employee.

(b) **TO BE ELIGIBLE FOR SICK LEAVE INCENTIVE, AN EMPLOYEE MUST BE ON THE FIRST PAYROLL OF THE CALENDAR YEAR AND REMAIN EMPLOYED THROUGH THE LAST PAYROLL PERIOD OF THE CALENDAR YEAR. SICK LEAVE INCENTIVE IS AWARDED THE FIRST PAY IN FEBRUARY FOLLOWING THE COMPLETED CALENDAR YEAR.** If an employee used 0 hours of sick leave in any one calendar year, that employee shall be credited with an additional three (3) vacation days the following year. If an employee uses between one (1) and eight (8) hours of sick leave in any one calendar year that employee shall be credited with an additional two (2) vacation days the following year. If an employee uses between nine (9) and sixteen (16) hours of sick leave in any one calendar year that member shall be credited with one (1) additional vacation day the following year. To be eligible for this incentive, an employee must be active for the first pay period of the calendar year through the last pay period of the calendar year. At the employee's option, any additional vacation days earned can be converted to pay for pay periods ending in the months of January, June, or December of the year the additional vacation is earned. For **2021**, these dates are as follows:

Pay Period Ending	Pay Date
JANUARY 5, 2021	JANUARY 12, 2021
JANUARY 19, 2021	JANUARY 26, 2021
JUNE 8, 2021	JUNE 15, 2021
JUNE 22, 2021	JUNE 29, 2021
DECEMBER 7, 2021	DECEMBER 14, 2021
DECEMBER 21, 2021	DECEMBER 28, 2021

- (c) To be eligible to transfer sick leave to the City of Delaware from prior employment inside the state of Ohio:
- 1) Employees will only be eligible to transfer sick leave from a public agency as defined by the State of Ohio.
 - 2) Employment with the City of Delaware must take place within ten (10) years of termination from their previous employer.
 - 3) The maximum amount of sick leave hours that be transferred is unlimited as long as it is accrued at a rate of no greater than 15 days per year.
- (d) To be eligible to transfer sick leave of the City of Delaware from prior employment outside the state of Ohio:
- 1) Employees will only be eligible to transfer sick leave from their immediate previous employer.
 - 2) Said previous employer must be a public agency.
 - 3) Employment with the City of Delaware must take place within twelve (12) months of termination from their immediate previous employer.

- 4) The maximum amount of sick leave hours that can be transferred is six hundred (600).
 - 5) Any sick leave time so transferred shall have been accumulated at the rate of one and one-fourth days per month of employment.
 - 6) Present employees are not eligible.
- (e) Any City employee who has accumulated at least 100 days of sick leave credit may convert any excess thereof up to fifteen (15) days per year of sick leave to vacation leave on the basis two (2) sick leave days for one (1) day vacation leave. Such annual conversion, if made, shall occur in December for the year of conversion.
- (f) Any employee separated from City service for other than just cause shall be paid for all accumulated and unused sick leave on the basis of one (1) hour of pay for every two (2) hours of unused sick leave. Total sick leave pay out cannot exceed sixteen (16) weeks pay **(640 HOURS)**.
- (g) For Employees Hired After November 1, 2013
- 1) Each member hired by the City of Delaware after November 1, 2013 may transfer accrued sick leave hours from previous employment with any public agency **ONCE THEY HAVE COMPLETED THEIR PROBATIONARY PERIOD.** ~~but~~ Such sick leave hours will not be eligible for conversion or payment upon separation pursuant to section 5. In addition, sick leave usage by members who transfer in sick leave hours will first be charged to sick leave hours accumulated while employed by the City of Delaware. Members will only be eligible to utilize hours transferred in from prior public employment when they have no balance of sick leave available from sick leave accrued while employed by the City of Delaware.

Section 2.03 Holiday and Personal Days

- (a) The following are designated as paid holidays for covered employees:

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

- (b) If one of the holidays set forth above occurs while an employee is on vacation leave, such day shall not be charged against his/her vacation leave.
- (c) In the event that the Federal Government designates a specific day for any of the aforesaid holidays, then such holiday shall be observed by the City in accordance with such federal designation. When any such holiday falls on a Saturday it shall be observed on the Friday immediately preceding, and when any such holiday falls on a Sunday, it shall be observed on the Monday immediately following, provided that the employee works their last regularly scheduled work day preceding the following the holiday.
- (d) EMPLOYEES WHO WORK A NON-TRADITIONAL WORKWEEK AND THEIR WORK SCHEDULE INCLUDES BOTH THE OBSERVED HOLIDAY AND ACTUAL HOLIDAY WILL ONLY RECEIVE HOLIDAY PAY ON THE OBSERVED DATE OF THE HOLIDAY.**
- (e) For each of the holidays specified in Section 1 of this article on which a FLSA non-exempt employee works, they shall be entitled to holiday compensation equal to double the employee's regular rate of pay, except that the employee shall be entitled to holiday compensation at two and one-half times the employee's regular rate of pay if they work on any of the following holidays: New Year's Day, Memorial Day, Independent Day, Labor Day, Thanksgiving Day, Christmas Day. Only eight (8) hours per day will be used when computing the holiday rate. Compensation for holidays may be in the form of cash or compensatory time off.
- (f) Employees shall be credited 32 hours of personal leave a year, except for new hires who shall receive a prorated amount based on hire date. Use of holiday compensatory time or personal days shall be at the employee's discretion with the approval of the employee's supervisor or department head. **WHEN AN EMPLOYEE SEPARATES CITY SERVICE, THEY WILL BE PAID FOR ANY REMAINING PERSONAL LEAVE.**

- (g) All employees will be permitted to accumulate three (3) years' worth of holiday compensatory time and personal leave. Once an employee accumulates the maximum allowable number of personal leave/holiday compensatory time then future personal leave/holiday compensatory time will be compensated for in cash, at the time they are earned. An employee may elect to cash in up to one year's worth of personal leave each year (32 hours) for pay periods ending in the months of January, June, or December each year. An employee must inform his or her Department Head prior to August 1 of the year preceding the calendar year in which they intend to make the trade. For **2021**, the dates are as follows:

Pay Period Ending	Pay Date
JANUARY 5, 2021	JANUARY 12, 2021
JANUARY 19, 2021	JANUARY 26, 2021
JUNE 8, 2021	JUNE 15, 2021
JUNE 22, 2021	JUNE 29, 2021
DECEMBER 7, 2021	DECEMBER 14, 2021
DECEMBER 21, 2021	DECEMBER 28, 2021

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

Section 2.04 Funeral Leave

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

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

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

Section 2.05 Special Leave

- (a) In addition to other leaves authorized herein, the City Manager may authorize a special leave of absence, with or without pay, for purposes beneficial to the employee and/or the City.
- (b) For exempt employees who are absent, if the absence cannot be covered or paid through appropriate leave time, said employees shall be subject to a reduction in pay, unless the absence is less than one workday.

Section 2.06 Jury Duty Leave

- (a) An employee, while serving on a jury in any court of record in Delaware County, or any adjoining county, will be paid his regular salary for each of his workdays during the period of time so served. Time so served shall be deemed active and continuous service for all purposes. All jury fees received from the court of record shall be assigned to the City of Delaware.
- (b) When an employee has been released from Jury Duty they shall report back to work if more than two (2) hours are left in the workday.

Section 2.07 Court Leave

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

Section 2.08 Injury Leave

- (a) All regular full-time City employees shall be entitled to injury leave with pay, less any Worker's Compensation weekly salary benefits which he/she may be awarded by the Ohio Industrial Commission (OIC), for a period not to exceed 30 consecutive working days for employees working a 40-hour workweek for each injury incurred in the performance of employment duties with the City, provided that the following procedures are followed:
 - 1) In all cases of personal injury to any regular full-time City employee as a result of the performance of employment duties, the employee shall complete an accident/injury investigation form and in conjunction with his/her Department Head shall report such injury to the Department of Administrative Services immediately and ensure that a claim is filed with the BWC.

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

Article III. Insurance

Section 3.01 Hospitalization, Surgical and Major Medical

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

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

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

- 3) The City will permit employees who have alternate health plan options through a spouse to opt out of the City plan in return for a payment of at least \$100.00 per month for full opt out of all health insurance. Families who have both spouses employed full time by the City of Delaware will not be eligible to opt out of the plan. One spouse will carry the full cost of the plan. The employee will provide proof that they do in fact have other coverage before the City will drop that employee's current coverage.
- 4) The City will continue to provide dental coverage if it is not provided under the employee's spouse's insurance. A member may elect to return to coverage under the City's insurance plan by notifying the City in writing of any substantial changes in their qualifying family circumstances. The member must give (30) days' notice of his or her election to return to the City's plan, except in the case of an emergency, such as sudden loss of spouse's coverage, divorce or other change in family status. The plan will comply with Internal Revenue Code Section 125 which governs this matter.
- 5) Employees who opt out of the health insurance program will be compensated as follows:

No coverage	\$100 per month
-------------	-----------------

Note: An employee may not elect to have medical coverage only

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

Section 3.02 Prescription Plan

- (a) The City will provide a prescription card plan for members and their dependents.
- (b) The retail benefits will be the following with the City paying the higher amount and the employee paying the lesser amount of prescription coinsurance:
 - 1) 80/20% for generic drugs
 - 2) 50/50% name brand drugs with a \$25 co-pay for each disbursement
- (c) The mail order benefits will be the following:
 - 1) 90/10% for generic drugs and
 - 2) 75/25% for name brand drugs with no \$25 co-pay
- (d) The maximum expense an employee will pay for coinsurance is \$250 annually for single coverage and \$500 for family annually for prescription benefits, however, the \$25 co-pay for retail name brand drugs will not count towards the calculation of the \$250 or the \$500 coinsurance maximum and will always apply even after an employee reaches the coinsurance maximum expenditure.

Section 3.03 Dental Care Plan

- (a) The City will maintain dental coverage for all members. Please refer to the Plan Document for specific covered services.

Section 3.04 Life Insurance

- (a) The City will provide the following amount of life insurance:
 - 1) Department Heads: \$50,000
 - 2) Assistant Fire and Police Chiefs: \$50,000
 - 3) Pay Grades M11 through M20: \$40,000
 - 4) Police Captain and Fire Captain: \$40,000
 - 5) Pay Grades M1 through M10: \$30,000

Section 3.05 Vision Plan

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

Article IV. Other Compensation

Section 4.01 Longevity Compensation

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

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

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

Section 4.02 Automobile Expense Reimbursement

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

Section 4.03 Non-Uniformed Clothing Allowance

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

Section 4.04 Call-In Pay

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

Section 4.05 Tuition Reimbursement

- (a) All full-time employees with one or more years of continuous active service shall be eligible for a reimbursement of instructional fees for undergraduate or graduate courses towards a degree or certification, pre-approved by the city and voluntarily undertaken by the employee. The tuition reimbursement program shall be subject to the following conditions:
- 1) All courses must be taken during other than scheduled working hours. Any situation which, in the discretion of the department head, would require an employee’s presence on the job shall take complete and final precedence over any time scheduled for courses. All courses are subject to approval by the department head and/or city manager. There must be a direct correlation between the employee’s duties and responsibilities and the courses taken or the degree program pursued. The city manager, or his designee, has the sole and final discretion to approve or disapprove tuition reimbursement requests.
 - 2) Any financial assistance from any government or private agency available to the employee, whether applied for and regardless of when such assistance may have been received, shall be deducted in the entire amount from the tuition reimbursement the employee is eligible for under this section. If an employee’s tuition is fully covered by another governmental or private agency, then the employee is not entitled to any payment from the city.

- 3) Employees seeking authorization of a tuition reimbursement must first submit to the department head for review, prior to September 30 of the year preceding when the classes are to be taken, all necessary information pertaining to the proposed course degree to be pursued, the educational institution and the employee's best estimate of course costs, dates and times. Employees will be eligible for tuition reimbursement for properly approved and completed coursework up to \$3,500 for calendar year (January 1 to December 31). Pre-approval is subject to available appropriations. The employee will be responsible for any tuition in excess of the above mentioned amounts. An application for tuitions reimbursement must be completed by the employee prior to enrolling in the class work for which reimbursement is requested.
- 4) Courses must be taken at accredited colleges, universities, technical and business institutes or at their established extension centers and these must be first approved by the city. Seminars, conferences and workshops are not included.
- 5) Reimbursement for tuition will be made when the employee satisfactorily completes (attains at least a grade of "C" or its equivalent for undergraduate work and a grade of at least "B" or its equivalent and a receipt of payment or a copy of the unpaid bill from the institution confirming completion of the approved course.
- 6) No reimbursement will be granted for books, paper, supplies of whatever nature, transportation, meals, or any other expense connected with any course, except the cost of tuition fees outlined above.
- 7) Any employee participating in the tuition reimbursement program who resigns (except resignation due to disability), retires (except retirement due to disability), or is discharged for cause must repay the tuition reimbursement paid by the city for courses ~~taken~~ **COMPLETED** less than two years prior to the date of termination or discharge. If necessary, the amount will be deducted from the employee's terminal leave pay or final paycheck.

Article V. Miscellaneous

Section 5.01 Personnel Files

- (a) The official personnel files of all employees shall be maintained in the Department of Administrative Services (DAS). All employee personnel records shall include but not limited to, applications, performance evaluations, promotions, disciplinary actions and any other pertinent information pertaining to the job performance of the individual employee. Copies therein shall be available to the employee.
- (b) DAS shall be responsible for the care and maintenance for all personnel files and records. Department heads shall be responsible for promptly forwarding all pertinent personnel information and documentation to DAS. Employees may, during normal office hours, review their official personnel files.

Section 5.02 Parks and Recreation Credit

- (a) The City shall provide each employee with a credit to be applied to a Jack Florance Pool membership, City Golf Course membership or punch-card, or City rentals (shelters or Hilborn Room). The amount of the credit shall be \$60.00. Employees shall abide by the stipulations set forth by the managing organization both in definition and restrictions. This credit amount is fixed, regardless of changes in membership fees that may occur. In addition, the City will provide to each member a 20% discount on all individual registrations for City recreation programs.
- (b) Credits may not be used to purchase memberships or to secure rentals beyond the calendar year for which it is issued. Credits will not be re-issued if lost or stolen and must be surrendered at the time of registration/purchase. Credits for non-transferrable.



FACT SHEET

AGENDA ITEM NO: 11

DATE: 11/23/2020

ORDINANCE NO: 20-73

RESOLUTION NO:

READING: THIRD

PUBLIC HEARING: NO

TO: Mayor and Members of City Council

FROM: R. Thomas Homan, City Manager

VIA: Jessica Feller, Human Resource Manager

TITLE OF PROPOSED ORDINANCE/RESOLUTION:

AN ORDINANCE AMENDING ORDINANCE NO. 19-71 ESTABLISHING THE PAY AND BENEFITS FOR VARIOUS PART-TIME AND INTERMITTENT/SEASONAL EMPLOYEES OF THE CITY OF DELAWARE AND DECLARING AN EMERGENCY.

BACKGROUND:

UPDATE FOR 11/23/2020:

At Council's November 9th, 2020 meeting, Jessica Feller discussed a small revision to Ordinance 20-73 (i.e., the ordinance was amended to increase the wage rate for Pool Manager to the same wage rate as the Hidden Valley Golf Course Clubhouse Manager...the change is proposed to reflect the responsibilities commensurate with the position and to assist with recruiting efforts). This change is now reflected in the version of the ordinance before Council. The following motion is recommended:

A motion to amend the proposed ordinance to “change the SL5 pay grade to include the Pool Manager position” is needed before Council moves to vote on approval.

The proposed 2021 budget reflects an increase in wages by 3% for all existing permanent part-time, part-time fire fighter/paramedic and intermittent part-time/seasonal positions. New positions reflected in the permanent part-time and seasonal pay tables include, Recreation Center Attendant (PPT), Lifeguard and Pool Manager (Seasonal) as a result of the City resuming responsibility, in 2021,

for the Mingo Recreation Center and Jack Florance Pool operations. Regional wage comparisons were completed to establish the proposed rates for these re-established positions.

Additional changes include the provision of prorated Universal Leave for permanent part-time Firefighter and Paramedic personnel. This benefit is commensurate to that provided to all other permanent part-time personnel. The accrual rate for permanent part-time Firefighter and Paramedic personnel is based on an average of 1,464 working hours per year with varying working hours per pay. At a minimum, permanent part-time Firefighter and Paramedic personnel work 48 hours per pay (four 12-hour shifts) and a maximum of 60 (five 12-hour shifts) hours per pay.

REASON WHY LEGISLATION IS NEEDED:

Legislation is necessary in order to process payroll changes.

COMMITTEE RECOMMENDATION:

N/A

FISCAL IMPACT(S):

3 percent increase for all permanent part-time, part-time fire fighter/paramedic and intermittent part-time/seasonal positions.

POLICY CHANGES:

N/A

PRESENTER(S):

Jessica Feller, Human Resource Manager

RECOMMENDATION:

Approval at third reading

ATTACHMENT(S)

N/A

ORDINANCE NO. 20-73

AN ORDINANCE AMENDING ORDINANCE NO. 19-71 ESTABLISHING THE PAY AND BENEFITS FOR VARIOUS PART-TIME AND INTERMITTENT, AND SEASONAL EMPLOYEES OF THE CITY OF DELAWARE AND DECLARING AN EMERGENCY.

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

WHEREAS, Section 155.09, Appointment Status, of the Codified Ordinances of the City of Delaware defines part-time employment, and Ordinance No. 18-111 established pay and benefits for various part-time employees of the City; and

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

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

SECTION 1. Ordinance No. 19-71 is hereby amended to read as follows:

A. Effective **DECEMBER 23, 2020** permanent part-time employees shall receive the following wages and benefits:

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

Pay Grade	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
PT 1	10.00	10.40	10.82	11.25	11.70
PT2	11.00	11.44	11.90	12.37	12.87
PT3	14.79	15.36	16.00	16.64	17.28
PT4	15.55	16.17	16.77	17.49	18.19
PT5	17.91	18.63	19.38	20.16	20.96
PT6	20.75	21.40	22.05	22.74	23.41
PT7	23.70	24.40	25.05	25.81	26.57

PAY GRADE

POSITION

PT 1..... Facility Maintenance Technician I, ~~File Clerk~~
 PT 2.....Recreation Center Attendant
~~PT 2~~ **PT 3**.....Support Services Aide, Parking Control Officer
~~PT 3~~ **PT 4**.....Facility Maintenance Technician II Clerical Specialist, Records Clerk,

	Records Analyst, Front Counter Clerk, Help-Desk Technician
PT-4 PT 5	Paralegal, Laborer
PT-5 PT 6	Investigator/Diversion Manager
PT-6 PT 7	Human Resource Coordinator

For permanent part-time positions not listed above, the wages shall be the entry-level pay rate reflected in the applicable pay plan for the equivalent permanent full-time position or a pay rate established by the city manager.

2. Benefits. Benefits for permanent part-time are as follows:
 - (a) Employees will accrue Universal Leave on a prorated basis of 4.6 hours for every eighty hours worked in a pay period.
 - (b) Upon termination of employment with the City, employees will not receive pay-out for any leave accumulated.
 - (c) If an employee becomes full time with the City, any accumulated Universal Leave will be added to the employee's sick leave balance.
 - (d) Employees are eligible for holiday pay if they work a major holiday which includes the following: Christmas, Labor Day, Memorial Day, July 4, New Year's Day and Thanksgiving. Holiday Pay is defined as one and one half times the employee's regular hourly rate.
 - (e) **PERMANENT PART-TIME EMPLOYEES WILL WORK FEWER THAN 30 HOURS IN ANY WORK WEEK.**
 - (f) ~~Overtime shall be compensated at straight time rates for all hours in paid status, except that all hours in paid status in excess of 40 hours in any work week shall be compensated for a rate of time and one half.~~
 - (g) The employee shall be responsible for payment of the employee contribution for the State of Ohio Retirement System.
 - (h) Employees shall receive a Parks and Recreation Credit to be applied to a Jack Florance Pool membership, City Golf Course membership or punch-card, or City rentals (shelters or Hilborn Room). The amount of the credit shall be \$60.00. Employees shall abide by the stipulations set forth by the managing organization both in definition and restrictions. This credit amount is fixed, regardless of changes in membership fees that may occur. Employees will also receive a 20% discount on all individual registrations for City recreation programs. Credits may not be used to purchase memberships or to secure rentals beyond the calendar year for which it is issued. Credits will not be re-issued if lost or stolen and must be surrendered at the time of registration/purchase. Credits are non-transferrable.

B. Effective **DECEMBER 23, 2020** permanent part-time firefighters shall be paid on an hourly basis in accordance with the following table:

PAY GRADE	POSITION	WAGE PER HOUR
PTFF1	Firefighter/EMT	14.07
PTFF2	Firefighter/Paramedic	16.23

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

- (a) **EMPLOYEES WILL ACCRUE UNIVERSAL LEAVE ON A PRORATED BASIS OF 3 HOURS FOR EVERY FORTY EIGHT HOURS WORKED IN A PAY PERIOD.**
- (b) **UPON TERMINATION OF EMPLOYMENT WITH THE CITY, EMPLOYEES WILL NOT RECEIVE PAY-OUT FOR ANY LEAVE ACCUMULATED.**
- (c) **IF AN EMPLOYEE BECOMES FULL TIME WITH THE CITY, ANY ACCUMULATED UNIVERSAL LEAVE WILL BE ADDED TO THE EMPLOYEE'S SICK LEAVE BALANCE.**
- (d) Employees are eligible for holiday pay if they work a major holiday which includes the following: Christmas, Labor Day, Memorial Day, July 4, New Year's Day and Thanksgiving. Holiday pay is defined as one- and one-half times the employee's regular hourly rate.
- (e) The City will provide \$10,000 of life insurance.
- (f) Permanent part-time firefighters may not exceed 1500 hours worked in a calendar year.
- (g) Overtime shall be compensated at straight time rates for all hours in paid status, except that all hours in paid status in excess of 212 hours in any 28 day pay cycle shall be compensated for a rate of time and one half.
- (h) The employee will be responsible for payment of the employee contribution to their pension system.
- (g) Employees shall receive a Parks and Recreation Credit to be applied to a Jack Florance Pool membership, City Golf Course membership or punch-card, or City rentals (shelters or Hilborn Room). The amount of the credit shall be \$60.00. Employees shall abide by the stipulations set forth by the managing organization both in definition and restrictions. This credit amount is fixed, regardless of changes in membership fees that may occur. Employees will also receive a 20% discount on all individual registrations for City recreation programs. Credits may not be used to purchase memberships or to secure rentals beyond the calendar year for which it is issued. Credits will not be re-issued if lost or stolen and must be surrendered at the time of registration/purchase. Credits are non-transferrable.

C. Effective **DECEMBER 23, 2020** intermittent part-time/seasonal

employees shall receive the following wages and benefits:

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

Pay Grade	Position	Step 1	Step 2	Step 3
SL1	Cashier	\$ 10.00	\$ 10.50	\$ 11.00
SL2	Lifeguard	\$ 10.50	\$ 11.00	\$ 11.50
SL3	Laborer	\$ 12.21	\$ 13.27	\$ 14.33
SL4	Intern	\$ 12.21	\$ 14.33	\$ 16.45
SL5	Pool or Clubhouse Manager	\$ 14.85	\$ 15.91	\$ 16.97

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

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

SECTION 2. Existing Ordinance No.19-71 is hereby repealed.

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

SECTION 4. EMERGENCY CLAUSE. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City. The emergency clause is required to enact the changes effective on **DECEMBER 23, 2020**. Therefore this Ordinance shall be in full force and effect immediately upon its passage.

EMERGENCY CLAUSE:

YEAS _____ NAYS _____
ABSTAIN _____

PASSED: _____, 2020

YEAS _____ NAYS _____
ABSTAIN _____

ATTEST:

CITY CLERK

MAYOR

REVISED



FACT SHEET

AGENDA ITEM NO: 12

DATE: 11/23/2020

ORDINANCE NO: 20-74

RESOLUTION NO:

READING: THIRD

PUBLIC HEARING: NO

TO: Mayor and Members of City Council

FROM: R. Thomas Homan, City Manager

VIA: Judge Marianne Hemmeter and Clerk Cindy Dinovo

TITLE OF PROPOSED ORDINANCE/RESOLUTION:

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

BACKGROUND:

The Municipal Court and Clerk of Court's 2021 Employee Benefits and Leave Policies are attached. The only changes to the plan are adjustments to personal leave, sick leave and life insurance as indicated as follows:

2020 Section 3. Employees will be credited with 32 hours of personal leave a year. Use of personal days will be at the employee's discretion with approval of the Administrative Judge or his/her designee or the Clerk of Court or his/her designee

2021 Section 3. Employees shall be credited with thirty-two hours of personal leave a year, except for new hires who shall receive a prorated amount based on hire date. If an employee separates from service prior to the end of the calendar year, personal leave will be prorated. If an employee's personal leave balance is insufficient to cover the proration, the prorated amount corresponding to the rest of the year will be deducted from the employee's last paycheck

* **Revised Sept. 2020**

Change: This was at the request of the clerk. All new employees will receive a prorated amount of personal leave at time of employment. If an employee uses all 32 personal leave hours prior to resigning in a given year, the leave amount is prorated based on the end date of employment. If the employee used more than the determined prorated amount, the employee would have to repay the difference in their last check.

2020 Section 6. Any employee who separates from the Delaware Municipal Court or Clerk of Court employment for other than just cause will be paid for all accumulated and unused sick leave on the basis of one hour of pay for every three hours of unused sick leave. Total sick leave payout cannot exceed 12 weeks' pay.

2021 Section 6. Any employee who separates from the Delaware Municipal Court or Clerk of Court employment for other than just cause will be paid for all accumulated and unused sick leave on the basis of one hour of pay for every three hours of unused sick leave. Any sick leave hours carried over from previous employment with another public agency as defined by Section 5 will not be eligible for payment upon separation. Total sick leave payout cannot exceed 12 weeks' pay.

*** Revised Sept. 2020**

Change: This was also at the request of the clerk. This change guarantees the city will not have to pay an employee's transferred leave balance at separation for any hours transferred at time of employment with the court/clerk. Any payout must be for court/clerk time only.

2020 Section 2. Life Insurance

The City will provide the following amount of life insurance:

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

2021 Section 2. Life Insurance

The City will provide the following amount of life insurance:

Clerk of Court	\$100,000.00
----------------	--------------

All Court and Clerk of Court full time \$50,000.00
* **Revised Sept. 2020**

Change: All full time court/clerk staff will receive \$50, 000 in life insurance.

REASON WHY LEGISLATION IS NEEDED:

COMMITTEE RECOMMENDATION:

N/A

FISCAL IMPACT(S):

POLICY CHANGES:

N/A

PRESENTER(S):

Judge Marianne Hemmeter

RECOMMENDATION:

Approval after third reading

ATTACHMENT(S)

Amended sections on personal leave, sick leave, and life insurance exhibit Delaware Municipal Court and Clerk of Court's 2021 Employee Benefits and Leave Policies

ORDINANCE NO. 20-74

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

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

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

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

SECTION 3. EMERGENCY CLAUSE. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City. The emergency clause is required to enact the changes effective on December 23, 2020. Therefore, this Ordinance shall be in full force and effect immediately upon its passage.

VOTE ON EMERGENCY CLAUSE:

YEAS___NAYS___
ABSTAIN ___

PASSED: _____, 2020

YEAS___ NAYS___
ABSTAIN ___

ATTEST: _____
CITY CLERK

MAYOR

Delaware Municipal Court and Clerk of Court

Employee Benefits And Leave Policies

Effective December 23, 2020

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

SECTION IV. EMPLOYEE BENEFITS AND LEAVE

Policy 23. Holiday Pay and Personal Leave

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

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

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

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

Section 3. Employees shall be credited with thirty-two hours of personal leave a year, except for new hires who shall receive a prorated amount based on hire date. If an employee separates from service prior to the end of the calendar year, personal leave will be prorated. If an employee's personal leave balance is insufficient to cover the proration, the prorated amount corresponding to the rest of the year will be deducted from the employee's last paycheck.

* Revised Sept. 2020

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

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

Policy 24. Vacation Leave

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

Section 2. Each full-time employee will accrue vacation leave by pay period at the annual rate of work hours based on years of full-time total service which is established in the schedules contained in Section 3 of this article.

Years of total full-time service is defined to be the total of all periods of full-time employment for the Delaware Municipal Court or Clerk of Court or as defined in Section 6. Any period of interruption of service due to resignation, layoff, disciplinary suspension, or discharge for cause, will not be included in the computation of total service. Time not in paid status, excepting military leave, will also be excluded in computing total service. In computing years of service, the higher rate of accrual will be on the first day of the first pay period in which a year of service is completed.

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

Notwithstanding the above provisions, the position of Chief Bailiff may accrue vacation time based on years of service with an Ohio public agency, as defined by State law.

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

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

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

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

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

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

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

Section 5.

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

- Section 6.** To be eligible to transfer years of service for determination of vacation benefits to the City of Delaware (Delaware Municipal Court or Clerk of Court) from prior employment inside the State of Ohio:
- A.** Employees are eligible to transfer prior years of service completed as employees of this Court, the Clerk of this Court, or the City of Delaware.
 - B.** The amount of years of service that can be transferred is unlimited.
 - C.** Prior employment must be in full-time status.
- Section 7.** An employee may elect to convert up to two weeks of accrued and unused vacation time to cash during any calendar year. An employee must inform the Administrative Judge or the Clerk of Court prior to August 1 of the year preceding the calendar year in which the employee intends to convert the unused vacation leave to cash, and the employee must maintain at least 40 hours of accrued and unused vacation leave in the employee's account after that conversion takes place.

Policy 25. Funeral Leave

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

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

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

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

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

Policy 26. Sick Leave

The Court and the Clerk of Court may from time to time supplement these sick leave policies with additional terms that apply to their employees only. For a full

understanding of the use of sick leave, employees should consult not only this benefit manual but also the office policies promulgated by the particular officeholder – whether the Administrative Judge or the Clerk of Court – for whom the employee works.

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

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

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

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

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

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

Section 3. If an employee used zero hours of sick leave in any calendar year, that employee will be credited with an additional three vacation days the following year. If an employee uses between one and eight hours of sick leave in any one calendar year, that employee will be credited with an additional two vacation days the following year. If an employee uses between nine and 16 hours of sick leave in any one calendar year, that employee will be credited with one additional vacation day the following

year. At the employee's option, any additional vacation days earned can be taken in the form of vacation leave or compensation in cash.

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

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

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

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

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

Section 6. Any employee who separates from the Delaware Municipal Court or Clerk of Court employment for other than just cause will be paid for all accumulated and unused sick leave on the basis of one hour of pay for every three hours of unused sick leave. Any sick leave hours carried over from previous employment with another public agency as defined by Section 5 will not be eligible for payment upon separation. Total sick leave payout cannot exceed 12 weeks' pay.

* Revised Sept. 2020

Section 7. An employee must complete and sign a request for leave form provided by the City to justify the use of sick leave. Payment for sick leave is subject to final approval by the Administrative Judge or his/her designee or the Clerk of Court or his/her designee. The City, Delaware Municipal Court, or Clerk of Court may require the employee to furnish a statement from a licensed medical practitioner if medical attention was sought or for any absence in excess of three consecutive days whether for the employee or his/her immediate family. Such statement must include the

nature of the illness or injury, the inability to perform his/her duties, the prognosis, and the estimated date when the employee can be expected to return to work. Failure of the employee to provide such statement and request for leave form when requested may result in the denial of sick leave pay.

Section 8. Falsification of a request for leave form or a medical practitioner's statement may be grounds for disciplinary action. The City, Delaware Municipal Court, or Clerk of Court maintains the right to have any employee examined by a licensed medical practitioner selected and paid by the City. Alternatively, the employee required to see a physician may see a physician of his/her own choosing, but in that event will not be reimbursed for the costs incurred.

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

Section 9. Sick Leave Abuse

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

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

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

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

parties, extend the need for sick leave verification for an additional six month period. The City, Delaware Municipal Court, or Clerk of Court also maintains the right to investigate all absences.

Policy 27. Injury Leave

- Section 1.** All regular full-time employees are entitled to injury leave with pay, less any Worker's Compensation weekly salary benefits that they may be awarded by the Industrial Commission of Ohio (ICO), for a period not to exceed 120 consecutive working days for employees working a 40 hour work week for each injury incurred in the performance of employment duties with the Delaware Municipal Court or Clerk of Court, provided that the following procedures are followed:
- A.** In all cases of personal injury to any full-time Delaware Municipal Court or Clerk of Court employee as a result of the performance of employment duties, the employee must immediately complete an accident/injury investigation form and report the accident/injury to the Administrative Judge or his/her designee or the Clerk of Court or his/her designee, who must immediately report said accident/injury to the Department of Administrative Services and ensure that a claim is filed with ICO.
 - B.** In the event that time off from work is required by the injured employee, he/she will be granted injury leave from the first day of injury, if the proper documentation is submitted to the City of Delaware. This documentation will include, but not be limited to, a statement from the employee's physician, an Agreement covering Compensation Reimbursement, any necessary ICO forms and other documents as may be required by the City. In the event that the ICO determines that the injury is NOT employment related, any time the employee is, or has been, absent from work will be deducted first, from any accrued sick leave, then accrued vacation, or accrued compensation time off, other than compensatory time for overtime worked.
 - C.** During the period of time an injured employee is being paid under this policy, all normal benefits given to regular full-time employees will remain in force with no deductions to earned sick leave and/or vacation time.
 - D.** In all cases where an injury leave of more than 120 consecutive working days is requested by an employee working a 40 hour work week, the Administrative Judge or his/her designee or Clerk of Court or his/her designee may extend such leave by an additional 120 consecutive working days if such necessity is determined to his/her satisfaction. Each employee requesting such an extension under this policy may be required to furnish a

current affidavit from a licensed physician setting forth the need for the extension.

Policy 28. Insurance

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

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

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

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

The City will permit employees who have alternate health plan options through a spouse to opt out of the City plan in return for a payment of \$100.00 per month. Families who have both spouses employed full time by the City of Delaware will not be

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

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

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

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

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

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

A. Prescription Plan

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

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

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

The mail order benefits will be the following:

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

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

B. Dental Care Plan

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

C. Vision Care Plan

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

Section 2. Life Insurance

The City will provide the following amount of life insurance:

Clerk of Court	\$ 100,000.00
All Court and Clerk of Court full time employees	\$ 50,000.00
* Revised Sept. 2020	

Section 3. Certificate of Coverage

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

Policy 29. Overtime Compensation

Section 1. Overtime Pay and Compensatory Time - Nonexempt Employees

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

- & Employees must receive prior approval from the Administrative Judge or his/her designee or Clerk of Court or his/her designee.
- & Employees will be compensated at straight-time rates for all hours in active pay status, except that all hours in paid status in excess of 40 hours in any work week will be compensated at a rate of time and one-half. Payment in cash will be made for any overtime due at the time of separation from City service.

- & In lieu of cash payment, the employee may request to be compensated for overtime by compensatory time off in accordance with the law. Such compensatory time off will be equal to 1.5 hours for each hour overtime compensation to which the employee is entitled. All requests for compensatory time are subject to approval of the department head. Any compensatory time that is used by an employee must be taken at a time mutually agreeable to the supervisor and the employee.
- & Employees can accumulate up to 80 hours of compensatory time. When an employee has 80 hours of accumulated compensatory time, all further overtime will be paid in cash.
- & Compensatory time will be submitted on the regular payroll sheet detailing the time earned and taken.

Section 2. Overtime Pay and Compensatory Time - Exempt Employees

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

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

Policy 30. Special Leave

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

A. Jury Service Leave

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

B. Court Leave

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

Policy 31. Family and Medical Leave Act

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

Policy 32. Parks and Recreation Credit

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

Policy 33. On-Call Compensation

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

Policy 34. Salary Ranges

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

SALARY RANGES - MUNICIPAL COURT:

JOB TITLE	HOURLY WAGE		ANNUAL SALARY	
	MINIMUM	MAXIMUM	MINIMUM	MAXIMUM
OFFICE ASSISTANT	\$12.37	\$20	\$25,730	\$41,600
ADMINISTRATIVE ASSISTANT	\$14.53	\$20	\$30,222	\$41,600
BAILIFF/SECURITY OFFICER	\$16.28	\$27	\$33,662	\$56,160
COMMUNITY CONTROL OFFICER	\$16.35	\$28	\$34,000	\$58,240
OVI DOCKET COORDINATOR/ COMMUNITY CONTROL OFFICER	\$16.35	\$28	\$34,000	\$58,240
MISSION DOCKET COORDINATOR/ COMMUNITY CONTROL OFFICER*	\$16.35	\$28	\$34,000	\$58,240
VETERAN MENTOR COORDINATOR	\$16	\$24	\$33,280	\$49,920
* ASSIGNMENT ADMINISTRATOR	\$18.81	\$32	\$39,125	\$66,560
ASSIGNMENT COMMISSIONER/JURY COMMISSIONER	\$18.81	\$28	\$39,125	\$58,240
ADMIN. ASSISTANT/JURY COMMISSIONER	\$18.81	\$28	\$39,125	\$58,240
CHIEF COMMUNITY CONTROL OFFICER	\$20.74	\$32	\$43,139	\$66,560
DEPUTY CHIEF COMMUNITY CONTROL OFFICER	\$20.74	\$32	\$43,139	\$66,560
* MAGISTRATE	\$34.67	\$56	\$72,114	\$116,480

SALARY RANGES - CLERK OF COURT:

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

Policy 35. Permanent Part-Time Employees

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

Section 1. Wages

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

Section 2. Benefits

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

Policy 37. Intermittent Part-Time/Seasonal Employees

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

Section 1. Wages

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

Section 2. Benefits

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

Receipt and Acknowledgment Form

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

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

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

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

Employee's Signature

Date

Employee's Name (Please Print)



FACT SHEET

AGENDA ITEM NO: 13

DATE: 11/23/2020

ORDINANCE NO: 20-76

RESOLUTION NO:

READING: FIRST

PUBLIC HEARING: NO

TO: Mayor and Members of City Council

FROM: R. Thomas Homan, City Manager

TITLE OF PROPOSED ORDINANCE/RESOLUTION:

AN ORDINANCE ESTABLISHING THE SALARY AND BENEFITS OF THE COUNCIL CLERK AND DECLARING AN EMERGENCY.

BACKGROUND:

As one of two positions hired directly by City Council, legislation is needed to adjust the Clerk's salary.

REASON WHY LEGISLATION IS NEEDED:

As a position appointed by City Council, this ordinance would set the Clerk of Council's salary for 2021. The wage rate is set at a 4% increase from the 2020 salary.

COMMITTEE RECOMMENDATION:

N/A

FISCAL IMPACT(S):

The adjustment will impact the 2021 General Fund based on 4% increased wages and other costs/benefits that are associated with wages.

POLICY CHANGES:

N/A

PRESENTER(S):

Mayor Carolyn Kay Riggle

RECOMMENDATION:

Approval at third reading.

ATTACHMENT(S)

None

ORDINANCE NO. 20-76

AN ORDINANCE ESTABLISHING THE SALARY AND
BENEFITS OF THE COUNCIL CLERK AND DECLARING
AN EMERGENCY.

WHEREAS, the City Council Clerk (“Clerk”) is one of two positions appointed by City Council and is not subject to civil service laws; and

WHEREAS, among other duties included in the job description, the Clerk is responsible for managing the Council packet and agenda process; and

WHEREAS, the Clerk leads the city’s sister city initiative; and

WHEREAS, the Clerk serves as City Council’s representative on the Main Street Delaware board; and

WHEREAS, the Clerk bears responsibility for managing and maintaining the records of the legislative body as well as all Boards and Commissions of the City of Delaware; and

WHEREAS, the Clerk’s duties require coverage of meetings occurring in the evening as well as daytime hours; and

WHEREAS, the Clerk uses independent judgment and discretion in fulfilling the duties of the position and setting her schedule; and

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

SECTION 1. The Council Clerk shall be paid a salary of \$25.75 (representing a 4% increase from the 2020 salary) per hour effective December 23, 2020 which coincides with the new calendar year and the effective date of the management pay plan for 2021.

SECTION 2. The Council Clerk shall be entitled to the benefits offered to exempt employees in the current City of Delaware Summary of Benefits.

SECTION 3. Emergency Clause: This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City. The emergency clause is required to enact the changes effective on December 23, 2020, which coincides with the new calendar year and the effective date of the management pay plan for 2021. Therefore, this Ordinance shall be in full force and effect immediately upon its passage.

VOTE ON EMERGENCY CLAUSE:

YEAS ___ NAYS ___
ABSTAIN ___

PASSED: _____, 2020

YEAS ___ NAYS ___
ABSTAIN ___

ATTEST: _____
CITY CLERK

MAYOR



FACT SHEET

AGENDA ITEM NO: 14

DATE: 11/23/2020

ORDINANCE NO: 20-77

RESOLUTION NO:

READING: SECOND

PUBLIC HEARING: YES

TO: Mayor and Members of City Council

FROM: R. Thomas Homan, City Manager

VIA: Mayor Carolyn Kay Riggle

TITLE OF PROPOSED ORDINANCE/RESOLUTION:

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

BACKGROUND:

Each year, pursuant to the City Manager's employment agreement, City Council conducts a review and adjusts the manager's salary accordingly. This year's employment agreement reflects a 4% annual increase. The effective date of the increase will be 12/23/20, based on a prior update to the City Manager's employment agreement (adopted with ordinance 17-62), which shifted the effective date for compensation to coincide with the effective date of the Management Pay Plan.

REASON WHY LEGISLATION IS NEEDED:

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

COMMITTEE RECOMMENDATION:

N/A

FISCAL IMPACT(S):

The pay rate includes a 4% increase.

POLICY CHANGES:

N/A

PRESENTER(S):

Mayor Carolyn Kay Riggle

RECOMMENDATION:

Approval at third reading.

ATTACHMENT(S)

City Manager's Employment Agreement

ORDINANCE NO. 20-77

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

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

WHEREAS, the effective date of changes to the City Manager's compensation was adjusted to coincide with the effective date of changes to the Management Pay Plan in the employment agreement authorized by Ordinance 17-62; and

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

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

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

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

SECTION 3. Emergency Clause: This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City. The emergency clause is required to enact the changes effective on December 23, 2020, which coincides with the new calendar year and the effective date of the management pay plan for 2021. Therefore, this Ordinance shall be in full force and effect immediately upon its passage.

VOTE ON EMERGENCY CLAUSE:

YEAS ___ NAYS ___
ABSTAIN ___

PASSED: _____, 2020

YEAS ___ NAYS ___
ABSTAIN ___

ATTEST: _____
CITY CLERK

MAYOR

EMPLOYMENT AGREEMENT

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

1. Beginning with the date of employment, the City will compensate Mr. Homan as City Manager of Delaware and Mr. Homan will execute all the duties and responsibilities of City Manager set forth in the Delaware City Charter, Code of Ordinances and requirements of the City Council.
2. The Manager's salary will be at the hourly rate of \$79.45 effective December 23, 2020, which represents a 4% increase.
3. The Council and Mr. Homan will establish annual performance goals and objectives. Any pay increases during Mr. Homan's tenure with the City will be based upon performance evaluations. Evaluations are anticipated every six months following Mr. Homan's date of employment. One six-month evaluation may be primarily for discussion of the City Manager's past performance and performance planning, while the alternate evaluation may be concerned primarily with matters of compensation for the City Manager. The method of evaluation will be formulated by the Council and Mr. Homan and conducted by the Council.
4. Mr. Homan will serve as City Manager at the will of the City Council and nothing herein will be taken to suggest or imply guaranteed tenure.
5. In the event the City terminates the services of Mr. Homan or requests his resignation at any time without cause, the City will pay to Mr. Homan a lump sum severance payment equal to ninety (90) days base salary and benefits, payable not later than the next regular pay date. No such lump sum severance payment will be paid upon a termination for cause. All accrued vacation, holiday, compensatory time, one-half the value of sick leave, other accrued benefits, retirement and group health insurance benefits will be paid to Mr. Homan at the same time, calculated at the rate of pay or benefit in effect upon notice of termination. The Manager will provide the City not less than 30 days written notice of his intent to resign his position wholly voluntarily, whereupon the Manager understands that he will not receive the lump sum severance payment equal to ninety (90) days base salary and benefits described above. All accrued vacation, holiday, compensatory time, one-half the value of sick leave, other accrued benefits, retirement and group health insurance benefits will be paid to the date of termination and calculated at the rate of pay or benefit in effect upon notice of termination.
6. The Manager will remain a resident of the City during employment.

7. The City manager's automobile allowance paid for use of the Manager's personal vehicle for City business was converted into salary in 2018. The City manager is expected to use his own vehicle for transportation as the prior car allowance was converted into salary. While the use of the city manager's vehicle is included as part of salary, mileage may be reimbursed to the Manager for travel on behalf of the City beyond a 100-mile radius of Delaware.
8. The City will pay the expense of a mobile telephone for the Manager.
9. The City will provide the Manager paid coverage for health, dental and prescription benefits in terms and amounts provided other employees of the City generally, effective upon the first day of the month following his date of employment.
10. The City will provide the Manager paid annual vacation earned at the rate of 25 working days per year. Any use of vacation leave credits by the Manager will be following written notice to the Council. The City will pay for all accrued and unused vacation days to Mr. Homan upon separation from the City employment, for any reason, at his then current rate of pay.
11. The Manager will be permitted to engage in occasional teaching, writing, speaking or consulting performed on his time off, even if outside compensation is provided for such services, provided that, in no case, is any activity permitted which would present a conflict of interest with the City of Delaware. In the event that overnight travel is required for such non-City business, the City Council will be notified in advance.
12. The City will provide Mr. Homan four (4) personal days per anniversary year for personal business, credited at the beginning of each subsequent year. Upon termination from the City for any reason, accrued personal days will not be compensated.
13. The City will provide Mr. Homan paid sick leave in the amounts earned at a rate of 4.6 hours for each completed 80 hours of service. The City will pay for one-half the value of unused sick leave to Mr. Homan upon

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

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

21. The City manager is entitled to 5.5% of the hourly rate of pay included in Section 2 to be contributed to the ICMA-RC investment program.
22. The City Manager's monthly long-term disability premium payments were converted into salary in 2019.
23. The City will indemnify and hold harmless Mr. Homan from liability for any claims, demands or judgments arising out of an act or omission occurring in the lawful performance of his duties as City Manager. The City will pay the cost of any fidelity or other bonds required of Mr. Homan by the City Charter, City Ordinances or Ohio statutes.
24. All other provisions of City ordinances, regulations or rules relating to personnel matters of non-union employees of the City and terms of the Management Pay Plan, not contrary to the terms listed in this memorandum or to the City Charter, will also apply to Mr. Homan during his employment as City Manager.
25. Mr. Homan's initial date of employment is February 2, 1999. Starting with 2018, the effective date for Mr. Homan's compensation will coincide with the effective date of the Management Pay Plan.
26. Any portion of this memorandum in conflict with the City Charter or any State, or Federal law, will be considered null and void. The remaining provisions of this agreement will remain in full force and effect. The law of the State of Ohio will govern the interpretation of this agreement.
27. The City and Mr. Homan agree that this Agreement accurately reflects the terms of employment for the City Manager position offered by the City and accepted by Mr. Homan.

The parties have evidenced their agreement by affixing their signatures below this ____ day of ____, 2020.

Council of the City of Delaware, Ohio

City Manager

Carolyn Kay Riggle, Mayor

R. Thomas Homan, City
Manager

Approved as to form:

Natalia S. Harris
City Attorney



FACT SHEET

AGENDA ITEM NO: 15

DATE: 11/23/2020

ORDINANCE NO: 20-78

RESOLUTION NO:

READING: SECOND

PUBLIC HEARING: NO

TO: Mayor and Members of City Council

FROM: R. Thomas Homan, City Manager

TITLE OF PROPOSED ORDINANCE/RESOLUTION:

AN ORDINANCE ESTABLISHING NEW SALARY RATES FOR THE MAYOR AND MEMBERS OF CITY COUNCIL EFFECTIVE JANUARY 1, 2022 AND REPEALING ORDINANCE NO. 18-113.

BACKGROUND:

The salaries for Delaware City Council members were last increased effective January 1, 2020 pursuant to Ordinance 18-113. Ordinance 13-44 requires even numbered year, as part of the City's budget, Council vote to adjust or maintain the salary of the mayor and council.

REASON WHY LEGISLATION IS NEEDED:

Salary adjustments for City Council may only be made through legislation and made as part of the budget process established by Ord. 13-44. Such changes shall take effect the January of the next even numbered year, which complies with Section 15 of the Charter of the City of Delaware.

COMMITTEE RECOMMENDATION:

N/A

FISCAL IMPACT(S):

POLICY CHANGES:

N/A

PRESENTER(S):

Natalia S. Harris, City Attorney

RECOMMENDATION:

Approval at third reading.

ATTACHMENT(S)

ORDINANCE NO. 20-78

AN ORDINANCE ESTABLISHING NEW SALARY RATES
FOR THE MAYOR AND MEMBERS OF CITY COUNCIL
EFFECTIVE JANUARY 1, 2022 AND REPEALING
ORDINANCE NO. 18-113.

WHEREAS, the salaries for City Council members were last increased effective January 1, 2020 pursuant to Ordinance 18-113; and

WHEREAS, Ordinance 13-44 requires even numbered years, as part of the City's budget, Council vote to adjust or maintain the salary of the mayor and council; and

WHEREAS, City Council members are called upon to attend many meetings and devote hours of time to meet their responsibilities; and

WHEREAS, Salary adjustments made as part of the budget process established in Ord. 18-113 shall take effect the January of the next even numbered year, which complies with Section 15 of the Charter of the City of Delaware.

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

SECTION 1. That effective January 1, 2022 the salary of the Mayor shall be eleven thousand eight hundred and forty-five dollars (\$11,845) per year and the salary for each member of City Council, except the Mayor, shall be ten thousand three hundred dollars (\$10,300) per year.

SECTION 2. That the salary of Mayor and the salary of each member of City Council shall continue to be paid in biweekly installments equal to one twenty sixth of their annual salary as established.

SECTION 3. That Ordinance No. 18-113 is hereby repealed effective January 1, 2022.

SECTION 4. Each even numbered year, as part of the City's budget, Council shall vote to adjust or maintain the salary of the mayor and council. Salary adjustments made as part of this budget process shall take effect the January of the next even numbered year.

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

formal actions were in meetings open to the public, all in compliance with the law including Section 121.22 of the Revised Code.

VOTE ON RULE SUSPENSION:

YEAS___NAYS___

ABSTAIN ___

PASSED: _____, 2020

YEAS___NAYS___

ABSTAIN ___

ATTEST: _____

CITY CLERK

MAYOR



FACT SHEET

AGENDA ITEM NO: 16

DATE: 11/23/2020

ORDINANCE NO: 20-79

RESOLUTION NO:

READING: SECOND

PUBLIC HEARING: NO

TO: Mayor and Members of City Council

FROM: R. Thomas Homan, City Manager

VIA: Justin Nahvi, Finance Director

TITLE OF PROPOSED ORDINANCE/RESOLUTION:

AN ORDINANCE SUPPLEMENTING THE 2020 APPROPRIATION ORDINANCE AND DECLARING AN EMERGENCY.

BACKGROUND:

While administering the 2020 Budget, various modifications to existing appropriations have been identified that will require supplemental appropriations prior to the end of the current fiscal year. These modifications are attributed items including the refunding of debt in the 1st quarter of 2020 that was not included with the current year budget as well as capital funding estimates whereby the budgeted amounts did not include sufficient appropriations based on the final project bids.

REASON WHY LEGISLATION IS NEEDED:

This ordinance is needed to provide supplemental appropriations to sustain know expenditures that were not originally budgeted for in 2020 as well as maintaining budget compliance pursuant to the Ohio Revised Code.

COMMITTEE RECOMMENDATION:

Presented to the Finance Committee on October 29, 2020

FISCAL IMPACT(S):

The following table outlines the fund, expenditure account, the amount of the requested appropriations along with a justification to support the modification to the 2020 budget:

Account.....	Description	Amount	Justification
101.0031.5601	Tax Refunds	\$ 132,681.00	Large Net Profit Refunds for 4th Quarter 2020
101.0032.5121	Unemployment	\$ 2,600.00	Unemployment Claims
203.0203.5100	Wages	\$ 15,000.00	Term Leave Payout for a Stormwater Employee
231.0231.5601	Tax Refunds	\$ 92,876.00	Large Net Profit Refunds for 4th Quarter 2020
233.0233.5601	Tax Refunds	\$ 19,903.00	Large Net Profit Refunds for 4th Quarter 2020
233.0233.5801	Bond Principal	\$ 965,000.00	Rec Center Debt Refunding 3/2020
233.0233.5811	Bond Interest	\$ 66,395.00	Rec Center Debt Refunding 3/2020
301.3010.5230	Professional Services	\$ 159,000.00	Debt Refunding Fees from 1st Quarter 2020
492.4921.5601	Police Impact Fee Refunds	\$ 5,000.00	Increase in Impact Fee Refunds
493.4930.5601	Fire Impact Fee Refunds	\$ 5,000.00	Increase in Impact Fee Refunds
520.5202.5235	Rent on Parking Lot	\$ 2,000.00	Contingency for Possible Overage on Parking Lot Rent
540.5420.5236	Sludge Removal	\$ 70,000.00	Increase in Sludge Removal and Transportation Costs
541.5430.5537	Pump Station	\$ 175,000.00	Unanticipated Pump Station Replacement
548.5480.5601	ERU Refunds	\$ 5,000.00	Increase in S/E Highland Fee Refunds
602.6022.5234	Software Subscription	\$ 136,000.00	Quarterly Maintenance Fee for MUNIS
546.5466.5542	Route 42 Repairs	\$ 101,000.00	Emergency Repairs for SR 42
410.4104.5541	US36 E. Williams	\$ 49,000.00	Unanticipated Costs for Utilities and Signage Costs
410.4118.5520	Blding Renovation	\$ 150,000.00	Contingency for Remaining City Hall Renovation Costs
284.2840.5601	Refund of CARES Act Gran	\$2,643,732.00	Contingency for Refunding of CARES Act Monies to the State

POLICY CHANGES:

N/A

PRESENTER(S):

Justin Nahvi, Finance Director

RECOMMENDATION:

Approval at Second Reading

ATTACHMENT(S)

None

ORDINANCE NO. 20-79

AN ORDINANCE SUPPLEMENTING THE 2020
APPROPRIATIONS AND DECLARING AN
EMERGENCY.

WHEREAS, it is necessary to amend the 2020 Annual Appropriations Ordinance to provide for various expenditures through the end of fiscal year 2020.

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

SECTION 1: That there is hereby appropriated from the unencumbered balance of the General Fund (Fund 101) \$135,281 to:

Tax Refunds (101.0031.5601)	\$132,681
Unemployment (101.0032.5121)	\$2,600

SECTION 2: That there is hereby appropriated from the unencumbered balance of the Storm Sewer Fund (Fund 203) \$15,000 to:

Wages (203.0203.5100)	\$15,000
-----------------------	----------

SECTION 3: That there is hereby appropriated from the unencumbered balance of the Fire/EMS Income Tax Fund (Fund 231) \$92,876 to:

Tax Refunds (231.0231.5601)	\$92,876
-----------------------------	----------

SECTION 4: That there is hereby appropriated from the unencumbered balance of the Recreation Center Income Tax Fund (Fund 233) \$1,051,298 to:

Tax Refunds (233.0233.5601)	\$19,903
Bond Principal (233.0233.5801)	\$965,000
Bond Interest (233.0233.5811)	\$66,395

SECTION 5: That there is hereby appropriated from the unencumbered balance of the Park Improvement Bond Fund (Fund 301) \$159,000 to:

Professional Services (301.3010.5230)	\$159,000
---------------------------------------	-----------

SECTION 6: That there is hereby appropriated from the unencumbered balance of the Police Impact Fee Fund (Fund 492) \$5,000 to:

Police Impact Fee Refunds (492.4921.5601)	\$5,000
---	---------

SECTION 7: That there is hereby appropriated from the unencumbered balance of the Fire Impact Fee Fund (Fund 493) \$5,000 to:

Fire Impact Fee Refunds (493.4930.5601) \$5,000

SECTION 8: That there is hereby appropriated from the unencumbered balance of the Parking Lots Fund (Fund 520) \$2,000 to:

Rent on Parking Lots (520.5202.5235) \$2,000

SECTION 9: That there is hereby appropriated from the unencumbered balance of the Sewer Fund (Fund 540) \$70,000 to:

Sludge Removal (540.5420.5236) \$70,000

SECTION 10: That there is hereby appropriated from the unencumbered balance of the Sewer Construction Fund (Fund 541) \$175,000 to:

Pump Station (541.5430.5537) \$175,000

SECTION 11: That there is hereby appropriated from the unencumbered balance of the SE Highland Fund (Fund 548) \$5,000 to:

ERU Refunds (548.5480.5601) \$5,000

SECTION 12: That there is hereby appropriated from the unencumbered balance of the IT Rotary Fund (Fund 602) \$136,000 to:

Software Subscriptions (602.6022.5234) \$136,000

SECTION 13: That there is hereby appropriated from the unencumbered balance of the Sewer Capacity Fee Fund (Fund 546) \$101,000 to:

Route 42 Repairs (546.5466.5542) \$101,000

SECTION 14: That there is hereby appropriated from the unencumbered balance of the Capital Improvement Fund (Fund 491) \$199,000 to:

US 36 E Williams (410.4104.5541) \$49,000

Building Renovation (410.4118.5520) \$150,000

SECTION 15: That there is hereby appropriated from the unencumbered balance of the Local Coronavirus Relief Fund (Fund 284) \$2,643,732 to:

Refund of CARES Act Grant

(284.2840.5601) \$2,643,732

SECTION 16. This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law including Section 121.22 of the Revised Code.

SECTION 17. EMERGENCY CLAUSE. That this ordinance is hereby declared to be an emergency measure necessary to provide for the public peace, safety, health and welfare of the City, and for the further reason that such action is necessary to provide for expenditures through the end of the fiscal year being December 31, 2020, and as such will be in full force and effect immediately upon its passage.

VOTE ON RULE SUSPENSION:

YEAS___ NAYS___

ABSTAIN ___

VOTE ON EMERGENCY CLAUSE

YEAS___ NAYS___

ABSTAIN ___

PASSED: _____, 2020

YEAS___ NAYS___

ABSTAIN ___

ATTEST: _____

CITY CLERK

MAYOR



FACT SHEET

AGENDA ITEM NO: 17

DATE: 11/23/2020

ORDINANCE NO: 20-80

RESOLUTION NO:

READING: SECOND

PUBLIC HEARING: NO

TO: Mayor and Members of City Council

FROM: R. Thomas Homan, City Manager

VIA: Justin Nahvi, Finance Director

TITLE OF PROPOSED ORDINANCE/RESOLUTION:

AN ORDINANCE SUPPLEMENTING THE 2020 APPROPRIATIONS ORDINANCE TO PROVIDE FUNDING TO PURCHASE THE PROPERTIES LOCATED AT 7 SPRING STREET AND 27 SPRING STREET, DELAWARE, OHIO, AND DECLARING AN EMERGENCY.

BACKGROUND:

City Administration received authority through ordinance 20-75 to bid on parcels located at 7 Spring St and 27 Spring St that were successfully purchased at auction the week of October 26th. The purchase price of the properties was \$750,000 plus a 10% buyer's fee equaling a total purchase price of \$825,000. Ordinance 20-75 allocated \$120,000 in supplemental appropriations towards any earnest monies that needed to be deposited to participate in the auction. These properties are desirable for urban redevelopment purposes and a recommendation has been made to City Council for City Administration to acquire these properties in an attempt expedite the redevelopment of these parcels for the betterment of the community.

REASON WHY LEGISLATION IS NEEDED:

This ordinance is needed to provide supplemental appropriations in the amount of \$705,00 to provide sufficient budget authority pursuant to the City's attempt to purchase the previously mentioned parcels.

COMMITTEE RECOMMENDATION:

N/A

FISCAL IMPACT(S):

There is a sufficient cash reserve in the General Fund to finance the purchase of these properties. In the first quarter of 2021, City Administration will submit debt legislation for the issuance of a short term note equal to the purchase price of the parcels for which the debt proceeds will be used to reimburse the General Fund for this acquisition. In conjunction with this debt issuance, bond counsel has advised City Administration that a Community Improvement Corporation will need to be established for the City which would subsequently approve the issuance of such debt due to the expected use of these parcels in relation to economic development purposes.

POLICY CHANGES:

N/A

PRESENTER(S):

Justin Nahvi, Finance Director

RECOMMENDATION:

Approval at Second Reading

ATTACHMENT(S)

None

ORDINANCE NO. 20-80

AN ORDINANCE SUPPLEMENTING THE 2020 APPROPRIATIONS ORDINANCE TO PROVIDE FUNDING TO PURCHASE THE PROPERTIES LOCATED AT 7 SPRING STREET AND 27 SPRING STREET, DELAWARE, OHIO, AND DECLARING AN EMERGENCY.

WHEREAS, City Council approved Ordinance No. 20-75 on October 26, 2020 authorizing the City to bid at auction on the properties located at 7 Spring Street and 27 Spring Street; and

WHEREAS, Ordinance No. 20-75 also appropriated \$120,000 to pay the deposit required if successful in submitting the highest bid for the building; and

WHEREAS, the City did acquire the property through the auction held on October 27, 2020 for a price of \$750,000 plus a 10% buyers commission of \$75,000; and

WHEREAS, the City submitted a deposit of \$75,000 to the seller to secure the transaction, and

WHEREAS, a balance due of \$750,000 is payable to the seller to close on the purchase of the property, and

WHEREAS, a supplemental appropriation is necessary to authorize this payment and other closing costs related to the purchase.

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

SECTION 1. That there is hereby appropriated from the unencumbered balance of the General Fund \$705,000 increasing the following account:

General Administration	
Land and Easements (101-0032-5510)	\$705,000

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

SECTION 3. EMERGENCY CLAUSE. That this ordinance is hereby declared to be an emergency measure necessary to provide for the public peace, safety, health and welfare of the City and for the further reason to provide for the timely closing on purchased real estate, and as such will be in full force and effect immediately upon its passage.

VOTE ON RULE SUSPENSION:

YEAS ___ NAYS ___
ABSTAIN ___

VOTE ON EMERGENCY CLAUSE:

YEAS ___ NAYS ___
ABSTAIN ___

PASSED: _____, 2020

YEAS ___ NAYS ___
ABSTAIN ___

ATTEST: _____
CITY CLERK

MAYOR



FACT SHEET

AGENDA ITEM NO: 18

DATE: 11/23/2020

ORDINANCE NO: 20-81

RESOLUTION NO:

READING: SECOND

PUBLIC HEARING: NO

TO: Mayor and Members of City Council

FROM: R. Thomas Homan, City Manager

VIA: Kyle M. Kridler, Assistant City Manager

TITLE OF PROPOSED ORDINANCE/RESOLUTION:

AN ORDINANCE APPROPRIATING THE CITY'S CORONAVIRUS RELIEF FUND PAYMENT TO THE CITY'S COVID-19 RESPONSE, DIRECTING THE CITY MANAGER TO CONTINUE TO EMPLOY THE CITY'S INTERNAL RESPONSE TO THE PANDEMIC AND ESTABLISH CERTAIN GRANT PROGRAMS WITH DELAWARE LOCAL ORGANIZATIONS AND PUBLIC HEALTH SERVICE AGENCIES, AND DECLARING AN EMERGENCY.

BACKGROUND:

11/23/2020 UPDATE: Ordinance No. 20-81, which was presented to Council during the November 9th Council meeting was amended to change appropriation amounts and language to identify the appropriate agencies and organizations receiving fund disbursements. Consequently, Ordinance No. 20-81 will need to be tabled indefinitely and the vote taken on Ordinance No. 20-82.

11/09/2020: At the October 21 Special Meeting, City Council approved \$682,840 in CARES Act Funding to be distributed to Delaware City Schools, Main Street Delaware, Delaware County Convention & Visitors Bureau, United Way of Delaware and the Second Ward Community Initiative. Since this most recent approval, staff has received additional requests from the Delaware General Health District, Main Street Delaware and supports the need to update the City's website to enhance citizen engagement and communication in the continued hybrid/virtual environment as a result of the pandemic.

Ord. No.20-81 proposes consideration and action on the third round of CARES Act Funds. The Ordinance allocates funds to cover expenses to support updates to the City's website and expenses that have been incurred by both Main Street Delaware and the Delaware General Health District as a direct result of COVID-19.

A balance of \$15,499 of CARES Act funds will remain after monies for these external partner agencies and internal expenses are allocated from the fund.

The balance of the funds is anticipated to be available for City use should there be additional needs from the community, Delaware businesses, or unforeseen expenses that arise as a result of the pandemic.

REASON WHY LEGISLATION IS NEEDED:

COMMITTEE RECOMMENDATION:

N/A

FISCAL IMPACT(S):

N/A

POLICY CHANGES:

N/A

PRESENTER(S):

R. Thomas Homan, City Manager
Kyle Kridler, Assistant City Manager
Justin Nahvi, Finance Director
Natalia S. Harris, Interim City Attorney

RECOMMENDATION:

Approval

ATTACHMENT(S)

Memo RE: CARES Act Funding – Additional Requests Internal & External Round 2 from Kyle Kridler, Assistant City Manager

ORDINANCE NO. 20-81

AN ORDINANCE APPROPRIATING THE CITY'S CORONAVIRUS RELIEF FUND PAYMENT TO THE CITY'S COVID-19 RESPONSE, DIRECTING THE CITY MANAGER TO CONTINUE TO EMPLOY THE CITY'S INTERNAL RESPONSE TO THE PANDEMIC AND ESTABLISH CERTAIN GRANT PROGRAMS WITH DELAWARE LOCAL ORGANIZATIONS AND PUBLIC HEALTH SERVICE AGENCIES, AND DECLARING AN EMERGENCY.

WHEREAS, Title V, Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. 116-136 [H.R. 748], signed into law March 27, 2020 (the "CARES Act"), appropriated Coronavirus Relief Fund (the "Fund") payments from the U.S. Treasury Secretary to states, tribal governments, and units of local government; and

WHEREAS, under the CARES Act's Fund methodology, the State of Ohio was allocated the amount of \$4.532 billion to "provide ready funding to address unforeseen financial needs and risks created by the COVID-19 public health emergency"; and

WHEREAS, the CARES Act and its related U.S. Treasury guidance provide that Fund payments may only be used by state and local government recipients to finance costs that (a) are necessary due to the COVID-19 public health emergency; (b) were not accounted for in the state or local government's budget most recently approved prior to the CARES Act's enactment; and (c) were incurred during the period beginning March 1, 2020, and ending December 30, 2020 (collectively, the "Criteria"); and

WHEREAS, pursuant to Amended Substitute House Bill 481 and Substitute House Bill 614 as passed by the 133rd Ohio General Assembly and State Controlling Board actions in August 2020, portions of the State of Ohio's CARES Act allocation of Fund payments have been appropriated to the Ohio Office of Budget and Management ("OBM") for distribution to local political subdivisions; and

WHEREAS, the City was allocated a Fund payment amount under Ohio House Bill 481 of \$2,652,332, for the receipt of which this Council adopted

Resolution 20-37 on June 22, 2020, affirming said Fund payment would be expended only to cover costs consistent with the CARES Act and applicable regulations, and such Fund payment was deposited into the City's Special Revenue Fund (Fund 284 the "City's Fund Payment"); and

WHEREAS, the City was allocated and received, or will be allocated and expects to receive, such additional Fund payment amounts under State Controlling Board action and Ohio House Bill 614, for the receipt of which this Council's adopted Resolution 20-37 on June 22, 2020, suffices to affirm said Fund payments are to be expended only to cover costs consistent with the CARES Act and applicable regulations, and such Fund payments have been or will be deposited into the City's Special Revenue Fund; and

WHEREAS, the General Assembly further designated OBM with the responsibility of monitoring the financial activities of local political subdivisions receiving Fund payments, pursuant to which OBM published guidance pertaining to the distribution of Fund payments through its Local Government Assistance Program, which was last updated as of the time of this Ordinance on October 29, 2020 (the "OBM Guidance"); and

WHEREAS, the OBM Guidance restates the Criteria and provides further direction to local political subdivisions as to mitigating or responding to the COVID-19 public health emergency; and

WHEREAS, the COVID-19 pandemic has caused unforeseen needs within the City's internal operations and unbudgeted costs; and

WHEREAS, the COVID-19 pandemic has caused unforeseen needs among residents of the City, and organizations within the City and public health service agencies working to meet the needs of those residents have been impacted by unforeseen and unbudgeted costs; and

WHEREAS, many City residents, organizations, and public health services providers are experiencing economic instability; and

WHEREAS, pursuant to the OBM Guidance, the City's Fund Payment can be expended to absorb necessary and unbudgeted expenses incurred by the City during the period March 1 to December 30, 2020, and that are in response to or caused by the COVID-19 public health emergency, and to provide assistance to

eligible organizations and public health service agencies for such necessary and unbudgeted expenses and losses incurred during the period March 1 to December 30, 2020, and that are in response to, or caused by, the COVID-19 public health emergency; and

WHEREAS, the City has a remaining unspent balance of its Fund payment that will be used to offset the unforeseen needs and unbudgeted costs incurred by the City to continue efficient and effective operations; and

WHEREAS, memorialized grant partnerships by and among the City, certain organizations, and public health services agencies serving residents of the City will serve to increase the capacity of such organizations and public health services providers to assist City residents in recovering quickly from the continued harm caused by the COVID-19 public health emergency as well as address other assistance related to COVID-19; and

WHEREAS, said memorialized grant partnerships by and among the City, certain organizations and public health services agencies serving residents of the City will increase the administrative capacity of the City to expediently meet the unforeseen needs of City residents caused by the COVID-19 health emergency; and

WHEREAS, the City has a remaining unspent balance of its Fund payment that will be deployed to fund said memorialized grant partnerships to help offset, at least in part, such unforeseen needs and unbudgeted costs of certain organizations and public health services agencies and residents of the City; and

WHEREAS, City Council intends to expend a total amount of \$130,382 of its Fund payment to cover the aforementioned unforeseen needs and unbudgeted costs incurred by the City as a result of the COVID-19 public health emergency and to provide funding to the memorialized grant partnerships as further described herein.

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

SECTION 1. Costs of the City's COVID-19 Response are Necessary. That this Council hereby declares that its COVID-19 Response, defined herein, constitutes necessary costs by the City to mitigate or respond to the COVID-19

public health emergency. Specifically, this Council deems the following COVID-19 public health emergency measures are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019. This Council's decision that such costs are appropriate by virtue of charging to the City's Fund Payment is based on the following: the COVID-19 pandemic has caused unforeseen needs within the City's internal operations and unbudgeted costs as a result of the COVID-19 pandemic, certain organizations and public health services providers and City residents have suffered from unforeseen needs and unbudgeted costs (collectively, the "COVID-19 Response").

SECTION 2. Costs Not Accounted for in Budget Most Recently Approved as of March 27, 2020. That this Council hereby declares the City's COVID-19 Response costs are substantially different from the expected use of funds in the City's line item, allotment, or allocation of funds in the City's most recently approved budget prior to March 27, 2020.

SECTION 3. Costs Incurred During Period Beginning March 1, 2020 and Ending December 30, 2020. That this Council hereby declares the City's COVID-19 Response costs were incurred during the period beginning March 1, 2020 and ending December 30, 2020 (the "Covered Period").

SECTION 4. Appropriation and Local Government Proclamation. That this Council hereby appropriates from the unencumbered balance of the Capital Improvement Fund (Fund 410) \$20,600 increasing the following account:

COVID Capital (410.4111.5504)	\$20,600
-------------------------------	----------

SECTION 5. Appropriation and Local Government Proclamation That this Council hereby appropriates from the unencumbered balance of the Development Reserve Fund (Fund 709) \$109,782 increasing the following account:

CARES Act Agency Grants (709.0709.5603)	\$109,782
---	-----------

to the COVID-19 Response as described herein and in accordance with the OBM Guidance and further authorizes and directs the City Manager to (i) proclaim that the COVID-19 Response is an allowable use of the City's Fund payment, (ii) establish the 2020 Delaware City and United Way Partnership; (iii) establish the 2020 Delaware Second Ward Community Initiative; (iv) establish the 2020 Delaware City Schools Educational Grants; and (v) to take such actions, execute such instruments, and direct such efforts so as to give full effect to this appropriation and the Council's determinations and declaration on this subject.



FACT SHEET

AGENDA ITEM NO: 19

DATE: 11/23/2020

ORDINANCE NO: 20-82

RESOLUTION NO:

READING: FIRST

PUBLIC HEARING: NO

TO: Mayor and Members of City Council

FROM: R. Thomas Homan, City Manager

VIA: Kyle M. Kridler, Assistant City Manager

TITLE OF PROPOSED ORDINANCE/RESOLUTION:

AN ORDINANCE APPROPRIATING THE CITY'S CORONAVIRUS RELIEF FUND PAYMENT TO THE CITY'S COVID-19 RESPONSE, DIRECTING THE CITY MANAGER TO CONTINUE TO EMPLOY THE CITY'S INTERNAL RESPONSE TO THE PANDEMIC AND ESTABLISH CERTAIN GRANT PROGRAMS WITH DELAWARE LOCAL ORGANIZATIONS AND PUBLIC HEALTH SERVICE AGENCIES, AND DECLARING AN EMERGENCY.

BACKGROUND:

At the October 21 Special Meeting, City Council approved \$682,840 in CARES Act Funding to be distributed to Delaware City Schools, Main Street Delaware, Delaware County Convention & Visitors Bureau, United Way of Delaware and the Second Ward Community Initiative. Since this most recent approval, staff has received additional requests from the Delaware General Health District, Main Street Delaware and supports the need to update the City's website to enhance citizen engagement and communication in the continued hybrid/virtual environment as a result of the pandemic.

Ordinance No. 20-81, which was presented to Council during the November 9th Council meeting was amended to change appropriation amounts and language to identify the appropriate agencies and organizations receiving fund disbursements. Consequently, Ord. No 20-81 will need to be tabled indefinitely and the vote taken on Ordinance No. 20-82.

Ord. No.20-82 proposes consideration and action on the third round of CARES Act Funds. The Ordinance allocates funds to cover expenses to support updates to the City's website and expenses that have been incurred by both Main Street Delaware and the Delaware General Health District as a direct result of COVID-19.

A balance of \$4,074 of CARES Act funds will remain after monies for these external partner agencies and internal expenses are extracted from the fund.

Any balance of the funds from unused portions of the Small Business Grant 2.0 program are recommended to be used to cover internal expenses including legal fees for CARES Act guidance along with granting any remaining amount to the Delaware General Health District which will likely be less than \$50,000.

REASON WHY LEGISLATION IS NEEDED:

COMMITTEE RECOMMENDATION:

N/A

FISCAL IMPACT(S):

N/A

POLICY CHANGES:

N/A

PRESENTER(S):

R. Thomas Homan, City Manager
Kyle Kridler, Assistant City Manager
Justin Nahvi, Finance Director
Natalia S. Harris, Interim City Attorney

RECOMMENDATION:

Approval at November 23 Meeting

ATTACHMENT(S)

Memo RE: CARES Act Funding – Additional Requests Internal & External Round 2 from Kyle Kridler, Assistant City Manager

ORDINANCE NO. 20-82

AN ORDINANCE APPROPRIATING THE CITY'S CORONAVIRUS RELIEF FUND PAYMENT TO THE CITY'S COVID-19 RESPONSE, DIRECTING THE CITY MANAGER TO CONTINUE TO EMPLOY THE CITY'S INTERNAL RESPONSE TO THE PANDEMIC AND ESTABLISH CERTAIN GRANT PROGRAMS WITH DELAWARE LOCAL ORGANIZATIONS AND PUBLIC HEALTH SERVICE AGENCIES, AND DECLARING AN EMERGENCY.

WHEREAS, Title V, Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. 116-136 [H.R. 748], signed into law March 27, 2020 (the "CARES Act"), appropriated Coronavirus Relief Fund (the "Fund") payments from the U.S. Treasury Secretary to states, tribal governments, and units of local government; and

WHEREAS, under the CARES Act's Fund methodology, the State of Ohio was allocated the amount of \$4.532 billion to "provide ready funding to address unforeseen financial needs and risks created by the COVID-19 public health emergency"; and

WHEREAS, the CARES Act and its related U.S. Treasury guidance provide that Fund payments may only be used by state and local government recipients to finance costs that (a) are necessary due to the COVID-19 public health emergency; (b) were not accounted for in the state or local government's budget most recently approved prior to the CARES Act's enactment; and (c) were incurred during the period beginning March 1, 2020, and ending December 30, 2020 (collectively, the "Criteria"); and

WHEREAS, pursuant to Amended Substitute House Bill 481 and Substitute House Bill 614 as passed by the 133rd Ohio General Assembly and State Controlling Board actions in August 2020, portions of the State of Ohio's CARES Act allocation of Fund payments have been appropriated to the Ohio Office of Budget and Management ("OBM") for distribution to local political subdivisions; and

WHEREAS, the City was allocated a Fund payment amount under Ohio House Bill 481 of \$2,652,332, for the receipt of which this Council adopted

Resolution 20-37 on June 22, 2020, affirming said Fund payment would be expended only to cover costs consistent with the CARES Act and applicable regulations, and such Fund payment was deposited into the City's Special Revenue Fund (Fund 284 the "City's Fund Payment"); and

WHEREAS, the City was allocated and received, or will be allocated and expects to receive, such additional Fund payment amounts under State Controlling Board action and Ohio House Bill 614, for the receipt of which this Council's adopted Resolution 20-37 on June 22, 2020, suffices to affirm said Fund payments are to be expended only to cover costs consistent with the CARES Act and applicable regulations, and such Fund payments have been or will be deposited into the City's Special Revenue Fund; and

WHEREAS, the General Assembly further designated OBM with the responsibility of monitoring the financial activities of local political subdivisions receiving Fund payments, pursuant to which OBM published guidance pertaining to the distribution of Fund payments through its Local Government Assistance Program, which was last updated as of the time of this Ordinance on October 29, 2020 (the "OBM Guidance"); and

WHEREAS, the OBM Guidance restates the Criteria and provides further direction to local political subdivisions as to mitigating or responding to the COVID-19 public health emergency; and

WHEREAS, the COVID-19 pandemic has caused unforeseen needs within the City's internal operations and unbudgeted costs; and

WHEREAS, the COVID-19 pandemic has caused unforeseen needs among residents of the City, and organizations within the City and public health service agencies working to meet the needs of those residents have been impacted by unforeseen and unbudgeted costs; and

WHEREAS, many City residents, organizations, and public health services providers are experiencing economic instability; and

WHEREAS, pursuant to the OBM Guidance, the City's Fund Payment can be expended to absorb necessary and unbudgeted expenses incurred by the City during the period March 1 to December 30, 2020, and that are in response to or caused by the COVID-19 public health emergency, and to provide assistance to

eligible organizations and public health service agencies for such necessary and unbudgeted expenses and losses incurred during the period March 1 to December 30, 2020, and that are in response to, or caused by, the COVID-19 public health emergency; and

WHEREAS, the City has a remaining unspent balance of its Fund payment that will be used to offset the unforeseen needs and unbudgeted costs incurred by the City to continue efficient and effective operations; and

WHEREAS, memorialized grant partnerships by and among the City, certain organizations, and public health services agencies serving residents of the City will serve to increase the capacity of such organizations and public health services providers to assist City residents in recovering quickly from the continued harm caused by the COVID-19 public health emergency as well as address other assistance related to COVID-19; and

WHEREAS, said memorialized grant partnerships by and among the City, certain organizations and public health services agencies serving residents of the City will increase the administrative capacity of the City to expediently meet the unforeseen needs of City residents caused by the COVID-19 health emergency; and

WHEREAS, the City has a remaining unspent balance of its Fund payment that will be deployed to fund said memorialized grant partnerships to help offset, at least in part, such unforeseen needs and unbudgeted costs of certain organizations and public health services agencies and residents of the City; and

WHEREAS, City Council intends to expend a total amount of **\$135,045** of its Fund payment to cover the aforementioned unforeseen needs and unbudgeted costs incurred by the City as a result of the COVID-19 public health emergency and to provide funding to the memorialized grant partnerships as further described herein.

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

SECTION 1. Costs of the City's COVID-19 Response are Necessary. That this Council hereby declares that its COVID-19 Response, defined herein, constitutes necessary costs by the City to mitigate or respond to the COVID-19

public health emergency. Specifically, this Council deems the following COVID-19 public health emergency measures are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019. This Council's decision that such costs are appropriate by virtue of charging to the City's Fund Payment is based on the following: the COVID-19 pandemic has caused unforeseen needs within the City's internal operations and unbudgeted costs as a result of the COVID-19 pandemic, certain organizations and public health services providers and City residents have suffered from unforeseen needs and unbudgeted costs (collectively, the "COVID-19 Response").

SECTION 2. Costs Not Accounted for in Budget Most Recently Approved as of March 27, 2020. That this Council hereby declares the City's COVID-19 Response costs are substantially different from the expected use of funds in the City's line item, allotment, or allocation of funds in the City's most recently approved budget prior to March 27, 2020.

SECTION 3. Costs Incurred During Period Beginning March 1, 2020 and Ending December 30, 2020. That this Council hereby declares the City's COVID-19 Response costs were incurred during the period beginning March 1, 2020 and ending December 30, 2020 (the "Covered Period").

SECTION 4. Appropriation and Local Government Proclamation. That this Council hereby appropriates from the unencumbered balance of the Capital Improvement Fund (Fund 410) \$24,674 increasing the following account:

COVID Capital (410.4111.5504)	\$24,674
-------------------------------	----------

SECTION 5. Appropriation and Local Government Proclamation That this Council hereby appropriates from the unencumbered balance of the Development Reserve Fund (Fund 709) \$110,371 increasing the following account:

CARES Act Agency Grants (709.0709.5603)	\$ 110,371
---	-------------------

to the COVID-19 Response as described herein and in accordance with the OBM Guidance and further authorizes and directs the City Manager to (i) proclaim that the COVID-19 Response is an allowable use of the City's Fund payment, (ii) establish the 2020 City of Delaware and Delaware General Health District Partnership; (iii) establish the 2020 Main Street Delaware Grant; and (iv) to take such actions, execute such instruments, and direct such efforts so as to give full effect to this appropriation and the Council's determinations and declaration on this subject.

SECTION 6: As time is of the essence, the City Manager is directed to take action to make these funds available as soon as possible.

SECTION 7. This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law including Section 121.22 of the Revised Code.

SECTION 7. EMERGENCY CLAUSE: This ordinance is hereby declared to be an emergency measure necessary to provide for the public peace, safety, health, and welfare of the City and to provide immediate assistance needed to continue efficient and effective operations by the City during the COVID-19 pandemic, and immediate assistance needed by Delaware residents, organizations and public health services agencies impacted by the COVID-19.

VOTE ON RULE SUSPENSION:

YEAS___NAYS___
ABSTAIN ___

VOTE ON EMERGENCY CLAUSE:

YEAS___ NAYS___
ABSTAIN ___

PASSED: _____, 2020

YEAS___ NAYS___
ABSTAIN ___

ATTEST: _____
CITY CLERK

MAYOR



MEMORANDUM

TO: Mayor and Members of City Council
FROM: R. Thomas Homan, City Manager
VIA: Kyle Kridler, Assistant City Manager
DATE: November 19, 2020 (Revised)
RE: CARES Act Funding – Additional Requests Internal & External Round 2

Background

The City of Delaware received over \$1.16 Million through the first two rounds of CARES Act Funding. On Thursday October 1, 2020 Governor DeWine signed HB 614, legislation distributing the remaining \$650 million in CARES Act funds to Ohio's local governments on a per capital basis. As a part of this distribution, Delaware City has received an additional \$1,487,664 as a Round 3 disbursement to use toward eligible expenses, projects and programs in response to the COVID-19 pandemic as outlined by the CARES Act.

At the October 21 Special Meeting, Council approved \$682,840 in CARES Act Funding to be distributed to Delaware City Schools, Main Street Delaware, Delaware County Convention & Visitors Bureau, United Way of Delaware and the Second Ward Community Initiative. To date, the City has received the following distributions and is recommending allocating a portion of these funds for a second round of funding to the following partner agencies along with needs internal to the City (see [Nov. 23 Consideration](#) on next page):

CARES Act Revenues To-Date

<u>Category:</u>	<u>Amount:</u>
CARES Round 1	\$750,116
CARES Round 2	\$414,552
CARES Round 3	\$1,487,664
Total CARES Funding	\$2,652,332

DISTRIBUTIONS/REIMBURSEMENTS

Direct City Related Projects/Programs **Council Approved as of October 12, 2020**

<u>Category</u>	<u>Approved</u>
City Admin Pay	\$767,297
Business Recovery Grants V2	\$300,000
Non-Payroll (Includes Business Grants V1)	\$180,002
City Hall COVID Improvements	\$126,957
City Facilities (HVAC & Filtration Upgrades)	\$413,000
Granicus (Agenda & Streaming Software)	\$23,136
Recreation Online Registration Software	<u>\$24,055</u>
Total Direct City Programs Approved	\$1,834,447

Direct City Related Project **for Council Consideration Nov. 23, 2020**

<u>Category</u>	<u>Requested</u>
City Website (Granicus)	\$20,600

Partner Agency Requests Round 1 **Passed by Council on October 21, 2020**

<u>Agency</u>	<u>Approved</u>
Delaware City Schools	\$177,000
Main Street Delaware Marketing	\$30,748
Delaware CVB Marketing	\$25,000
United Way of Delaware	\$305,100
SWCI	<u>\$144,992</u>
Total External Partner Round 1 Requested	\$682,840

Partner Agency Requests Round 2 **for Council Consideration Nov. 23, 2020**

<u>Agency</u>	<u>Requested</u>
Main Street Delaware COVID Expenses	\$9,782* \$10,371
Delaware General Health District	<u>\$100,000*</u>
Total External Partner Round 2 Requests	\$109,782* \$110,371

**Total CARES Distribution/Reimbursement
(Including Requested) ~~\$2,636,833*~~ \$2,648,258**

Remaining CARES Funding ~~\$15,499*~~ \$4,074

*~~*Strikethrough Amounts~~ were presented at the November 9 Meeting*

Staff Recommendation – Additional Internal & External Agency Requests

With an understanding of the eligible uses, as provided by the U.S. Department of Treasury, staff recommends that the CARES Act funding be used for the following internal project and external partner agencies (as listed above) with additional details below and Council approve as an emergency at the second reading at the November 23, 2020 City Council meeting.

- **City Website (Granicus) - \$20,600**
 - In working through the new Agenda Management software with Granicus, City Staff believes that it is a great opportunity to update the City’s website which Granicus also provides. The goal of which being to enhance virtual citizen engagement with the City with updated features that will allow residents to be more informed along with having better coordination of information across multiple platforms. This software will help improve the City website(s) and will enhance public communication to address the hybrid/virtual circumstances that will continue to be the norm through the pandemic. The integration of all City software, on-line payment, access to council and City information will help to increase citizen engagement. This proposed update to the website will allow for information to be shared seamlessly through multiple channels, including the new website, along with social media accounts and Del-AWARE (311 app).

- **Main Street Delaware COVID Expenses – ~~\$9,782*~~ \$10,371**
 - In addition to the marketing campaign that Main Street Delaware requested from City Council and was approved at the October 21 work session, Main Street is requesting an additional \$10,371 to be used to reimburse costs they incurred that were directly attributable to COVID-19. Their costs include items such as hardware store purchases, moving the Farmer’s Market to the County Fairgrounds due to COVID, additional signage due to the move and other COVID related costs. Staff worked with Main Street Delaware to finalize their request (see updated figure) and is included as an attachment to this memo.

- **Delaware General Health District - \$100,000***
 - The Delaware General Health District has been a most critical community partner in response to the COVID-19 pandemic from the outset dating back to January of this year. As the attached email addressed to Tom states, the Health District has been operating seven days a week throughout the pandemic, clocking 10-12 hours per

day. These efforts have included but are not limited to providing guidance to local entities such as the City of Delaware, conducting contract tracing, coordinating COVID-19 testing, assisting in planning for how to safely conduct business, and continuing to provide leadership as the status of cases fluctuate. Staff recommends providing the Delaware General Health District with \$100,000 to help offset their mounting operational expenses as they continue to play a crucial role in keeping the Delaware community safe throughout this challenging time.

Conclusion

Staff recommends that Council pass the Coronavirus Relief Fund Ordinance in support of our requesting partnership agencies along with our internal requests by two readings to be passed at the November 23 meeting as an Emergency. Staff will continue to work with each of these organizations to ensure that the proper paperwork, coordination and reporting is provided in alignment with the guidelines. As is provided above, should Council pass this Ordinance, there will be \$4,074 remaining in the CARES Act Funds of which will need to be held over for legal fees, outlined in the next paragraph. Of note, the Small Business Grant 2.0 which is open for applications until November 30 will likely have a remaining balance of \$50K or less from the original allocation of \$300K. As of November 18, \$145K has been granted, but it is anticipated that there will continue to be strong interest throughout the remaining couple weeks. Staff recommends that any remaining funds after the Business Grant and internal costs have been accounted for, be granted to the Delaware General Health District. As mentioned, this will likely be less than \$50K.

For Council's awareness, starting in September, staff retained Bricker & Eckler law firm based out of Columbus to assist the City in providing legal guidance to ensure that the CARES Act funds and programs met the guidelines as set forth by the Federal Government and the Ohio Office of Budget and Management (OBM). Bricker & Eckler provided support in crafting the CARES Act Agreement documents between the City and external agencies, creating the Small Business Grant program, assisting on what expenses were eligible which involved many emails, phone calls and language crafting for these agreements. Their continued support has been extremely valuable in protecting the City and ensuring that the CARES Act funding meets the requirements as provided by the Feds and Ohio OBM. We will continue to utilize their guidance through the end of December which we anticipate the final bill being \$11,000 and will use CARES Act funding to pay for their services.

Name	Discription	Amount
Ace Hardware	Spray paint and steaks for farmers market	\$129.88
Artina	Masks for businesses	\$2,119.50
Clay Media Group	Videography of downtown businesses	\$3,000.00
CVS	spray bottles and hand sanitizer	\$262.18
Delaware County Fair	space rental for market	\$1,100.00
Delaware Health Dept	license for farmers market	\$143.00
Facebook	advertisement for farmers market	\$124.93
Hardware Exchange	staple gun for steaks (signs at Farmers market)	\$29.83
MinuteMan Press	post cards advertising market	\$44.26
ProSource Printing	new signage for market	\$1,268.30
The Greater Gouda	gloves, masks for farmers market and other events	\$613.86
Walgreens	spray bottles	\$298.75
Walmart	stools for sanitizer, folding table and tent for farmers market relocation	\$298.75
Watershed Distillery	sanitizer	\$370.13
Webstaurant Store	blue cups for downtown restuarnts as a result of expanded hours	\$471.15
Zoom	meeting	\$96.24
	TOTAL	\$10,370.76
<p><i>Due to the pandemic, Main Street was unable to hold the Farmer's Market Downtown and in working with the Delaware General Health District, relocated to the Delaware County Fairgrounds to allow for more spacing. There were additional costs in setting up this new location along with ensuring it was a safe environment for vendors and customers.</i></p>		

Kyle Kridler

From: R Thomas Homan
Sent: Friday, October 30, 2020 1:42 PM
To: Kyle Kridler
Subject: FW: CARES Funds
Attachments: CARESRequest.pdf

Just received today; not had a chance to review

R. Thomas Homan, ICMA-CM
City Manager
Delaware, Ohio

Phone: 740-203-1010

From: Shelia Hiddleston <shiddleston@delawarehealth.org>
Sent: Friday, October 30, 2020 12:41 PM
To: R Thomas Homan <rthoman@delawareohio.net>
Subject: CARES Funds

Caution! This message was sent from outside your organization.

Mr. Homan,

As you are aware the Delaware General Health District has been responding to Covid 19 since January 30, 2020 when our organization went into Incident Command to meet the ever-growing emergency. The District has been fortunate to receive some funding for the emergency response through the Ohio Department of Health; some of these dollars are CARES dollars and some of them are from other Federal or State sources (attached). The District is also fortunate to have excellent community partners, such as yourself, that have worked with us to protect the community.

The total amount of funding that the District has been awarded is \$965,848; attached is the end of September report that shows revenue and expenses that are being charged to these grants. As you can see, almost seventy percent has been spent on personnel expenses. These personnel expenses are for staff that have been relieved of their normal duties and additional staff that have been hired to support the response efforts. All the funds that we have been awarded will be expended by 12/30/2020.

While the grants have been helpful, as of October 9, 2020 the District has spent an additional \$798,097.63 in personnel and \$19,794.90 in supplies/equipment. The personnel expenses will continue to rise, the health district has been functioning seven days a week for ten to twelve hours per day, there are overtime costs being incurred and those amounts are not included in

the amount listed above nor in the amounts being charged to the current grants. In continuing to plan for 2021 and the eventuality of Covid vaccine, we have additional needs for a Points of Dispensing trailer for approximately \$8,000, an additional generator for the Sunbury office to run the vaccine refrigerator for approximately \$10,000, and other POD supplies for at least another \$10,000. The total expenses to the District without additional funding will be almost \$850,000. This amount only includes personnel expenses through the end of 2020 and initial supplies needed for PODS in 2021.

Local health districts in Ohio have been asked by the Ohio Department of Health what our continued expenses are for the rest of 2020; I have shared the amount for personnel listed above and some of the supplies. However, as of this date there have been no further discussions about any funding that is coming to support the on-going Covid 19 emergency response.

As the City of Delaware determines how to utilize the CARES dollars it has received, I respectfully request consideration of the needs of your health district to continue responding if there are funds available for support.

I would be happy to discuss this further at a time convenient for you. For your information I am sharing this information and request Delaware County and Powell.

Dedicated to Your Health,

Shelia Hiddleston, MS, RN
Health Commissioner
740-203-2002 - Office
740-972-8635 - Mobile
shiddleston@delawarehealth.org

Delaware General Health District
P.O. Box 570, 1 W. Winter St.
Delaware, OH 43015-0570
www.delawarehealth.org



DISCLAIMER NOTICE: This e-mail, together with any attachments or files transmitted with it, may contain confidential information belonging to the sender, or constitute non-public information that is not subject to disclosure under O.R.C. Section 149.43, Ohio's Public Records Act. Additionally, this e-mail, together with any attachments or files transmitted with it, may contain information containing private medical information or information that is protected by the physician-patient privilege or other applicable privileges. The information in this e-mail is intended solely for the use of the individual or entity to whom it is addressed. If you are not the named addressee, you should not disseminate, distribute, or copy this e-mail. If you have received this e-mail in error, please immediately notify the sender by e-mail and delete this e-mail from your system. Nothing contained in this disclaimer notice by itself exempts, nor should it be interpreted to by itself exempt, this e-mail from disclosure as a public record upon the proper submission of a request for public records pursuant to O.R.C. Section 149.43.



TO: TOM HOMAN, CITY MANAGER
FROM: JUSTIN NAHVI, FINANCE DIRECTOR
SUBJECT: OCTOBER 2020 FINANCIAL REPORT
DATE: 11/6/2020

BACKGROUND

The purpose of this report is to provide a brief review of the revenues and expenditures for the following funds: General Fund, Fire/EMS Income Tax Fund, Recreation Center Income Tax Fund, Stormwater Fund, Water Fund, Wastewater Fund, and Refuse Fund.

Actual revenues and expenditures are compared to the budget to assess potential overages/shortages in budgeted categories. Comparisons with figures from last fiscal year are also included to indicate the differences by year, since budgeting techniques remain relatively uniform from one year to the next.

Appendix A details the year-to-date activity for all of the city's active funds. It is important to note the ending balance, encumbrances, and unencumbered balance. The unencumbered balance is the amount remaining in the fund if the city were to expend all the monies listed as encumbrances. The ending balance is the amount of funds available to the city as of October 31, 2020, and ties to the amount listed in Appendix B.

Appendix B is the Financial Statement for the city as of October 31, 2020. This statement provides a listing of the city's funds held at various financial institutions. Also presented are the interest earned to date, weighted average interest rate, and the weighted average maturity (days).

Appendix C is the Debt Schedule for the city through October 31, 2020. All principal and interest payments that have been paid to date are included in the schedule.

Appendix D is a graphical representation of the water and sewer utility consumption billed on a monthly basis in terms of units billed as well as dollars.

GENERAL FUND

The General Fund is the main operating fund for the city and is used to account for all financial transactions which are not reported in other funds. Major sources of revenue include income tax and property tax. Please refer to page three for a breakdown of the revenues and expenditures through October 31, 2020.

Revenues

The General Fund revenues are performing as expected. However, the following revenue sources require additional explanations:

- Property Taxes – Settlement revenue is received after the 1st and 2nd half real estate collection periods in March and August respectively. 1st half real estate collections were \$876,338 reflecting a decrease of \$782,065 or 47.2% from the same period in the prior year. This decline is attributed to the shifting of the 2nd half real estate tax due date to August 2020. With this modification of the due date, 2nd half settlement will occur in November 2020.
- Income Tax – Year-to-date receipts total \$13,310,080 which is \$58,179 or 0.4%, less than amount the City received during the same period in the prior year. The decline is attributed to both the shifting of the income tax filing due date to July 15, 2020 as well as the rise in the unemployment rate which began in March 2020. Based on the collection rate, the current projected decline for income tax collections is \$488,750 or 3.0% of the total estimated revenue from this source in 2020.
- Charges for Services – Chargebacks for the General Fund related services attributed to special revenue and enterprise funds through the end of September equaled \$1,840,855.

Expenditures

The General Fund expenditures are performing as expected. However, the following expenditures require additional explanations:

- Transfers – Transfers to the following funds have been made to the Capital Improvement Fund (\$1,541,667), Recreation Fund (\$757,252), Street Maintenance & Repair Fund (\$731,969), Cemetery Fund (\$50,000) and the Airport Fund (\$10,000).

**GENERAL FUND
STATEMENT OF REVENUE AND EXPENDITURES
OCTOBER 2020**

	2019 ACTUAL YTD OCT 31	2020 ACTUAL YTD OCT 31	2020 TOTAL BUDGET	2020 % of BUDGET	2020 PRJ YR END
REVENUES					
Property Taxes	1,658,403	876,338	1,548,000	56.61%	1,662,367
Intergovernmental Receipts	626,791	699,238	1,013,726	68.98%	1,198,694
Income Taxes	13,368,259	13,310,080	16,510,750	80.61%	16,022,000
Fines & Forfeitures	94,614	59,617	140,000	42.58%	59,617
Fees, Licenses, & Permits	2,105,146	2,142,565	2,998,000	71.47%	2,142,565
Miscellaneous	312,259	174,915	380,000	46.03%	174,915
Other Financing	-	5,013	-	0.00%	5,013
Earnings on Investments	733,050	246,877	950,000	25.99%	377,563
Charges for Services	1,701,907	1,840,855	2,299,603	80.05%	2,299,603
Total Revenues	20,600,429	19,355,498	25,840,079	74.90%	23,942,337
EXPENDITURES					
Council	134,206	135,119	187,299	72.14%	168,064
City Manager	644,183	655,673	927,910	70.66%	831,044
Admin Services	321,113	264,871	425,183	62.30%	325,296
Economic Development	373,565	310,931	528,655	58.82%	261,767
Legal Affairs	658,313	657,524	882,940	74.47%	779,837
Finance	1,977,519	1,934,674	2,353,870	82.19%	2,013,361
General Admin	4,304,271	3,961,336	6,508,792	60.86%	5,207,199
Risk Management	275,307	275,978	349,100	79.05%	332,698
Police	7,157,894	6,993,760	9,739,704	71.81%	8,831,221
Planning	949,915	997,782	1,551,146	64.33%	1,278,256
Engineering	1,360,030	1,348,551	2,349,511	57.40%	1,895,015
Building Maintenance	422,623	385,323	589,467	65.37%	463,114
Total Expenditures	18,578,938	17,921,523	26,393,576	67.90%	22,386,872

FIRE/EMS INCOME TAX FUND

The Fire/EMS Income Tax Fund is a Special Revenue Fund which means that the resources are restricted to only funding expenditures that support the Fire Department. Please refer to page five for a breakdown of the revenues and expenditures through October 31, 2020.

Revenues

Several sources of revenue support this fund, including intergovernmental as well as income tax collections.

- EMS Service Agreement - The city contracts with Delaware County to provide EMS services to certain unincorporated portions of the County. To date, the City has received \$661,950.
 - For the 2020 fiscal year, the per unit reimbursement rate will be \$220 for EMS transport and \$110 per non-transport runs.
- Income Tax – Year-to-date receipts total \$9,314,432 which is \$39,620, or 0.4%, less than amount the City received during the same period in the prior year. Based on the current module used to forecast the decline in income tax collections for the General Fund, it is estimated that a similar decline for the Fire/EMS Income Tax Fund would be \$164,032 or 3.0% of the current revenue estimate for this line item.

Expenditures

Fire/EMIS Income Tax Fund expenditures are performing as expected through October 31, 2020.

**FIRE/EMS INCOME TAX FUND
STATEMENT OF REVENUE AND EXPENDITURES
OCTOBER 2020**

	2019 ACTUAL YTD OCT 31	2020 ACTUAL YTD OCT 31	2020 TOTAL BUDGET	2020 % of BUDGET	2020 PRJ YR END
REVENUES					
Intergovernmental Receipts	192,293	664,715	752,765	88.30%	664,715
Income Taxes	9,354,052	9,314,432	11,500,000	81.00%	11,335,968
Miscellaneous	4,047	8,983	39,195	22.92%	2,427
Other Financing	-	1,175	-	0.00%	1,880
Transfer In	254,136	122,310	240,717	50.81%	236,058
Total Revenues	9,804,529	10,111,615	12,532,677	80.68%	12,241,048
EXPENDITURES					
Personal Services	6,879,769	6,897,744	9,501,589	72.60%	8,700,989
Charges & Services	674,482	626,645	1,138,934	55.02%	886,238
Materials & Supplies	199,652	272,823	447,354	60.99%	333,463
Capital Outlay	1,042,848	335,779	1,463,030	22.95%	1,262,405
Refunds	514,422	415,996	500,000	83.20%	341,556
Transfer	5,375	242,078	848,044	28.55%	848,044
Debt	42,087	-	514	0.00%	-
Total Fire Expenditures	9,358,636	8,791,065	13,899,465	63.25%	12,372,695

**REC CENTER INCOME TAX FUND
RECREATION LEVY SUMMARY
OCTOBER 2020**

Account #	Description	2014 Expended	2015 Expended	2016 Expended	2017 Expended	2018 Expended	2019 Expended	2020 Expended	2020 Encumbered	2020 Remaining Budget	Total 2014 - 2020
Phase 1 - \$20,000,000											
233-0233-5230	Design	7,090	0	0	0	0	0	0	0	0	7,090
5513	Other Park Improvements	14,981	0	0	0	0	0	0	0	0	14,981
5521	National Guard City Alternatives	117,500	0	0	0	0	0	0	0	0	117,500
5533	Veterans Park Restroom/Shelter	0	100,000	150,000	0	0	0	0	0	0	250,000
	Total	139,571	100,000	150,000	0	0	0	0	0	0	389,571
Phase 2 - \$3,800,000											
233-0233-5501	Houk Rd. Site Improvements	0	0	0	0	0	235,000	0	0	0	235,000
5522	Park Asphalt Projects	306,291	59,111	27,841	0	0	0	0	0	0	393,243
5523	Park Seal Coating Projects	36,025	100,894	0	0	0	0	0	0	0	136,919
5524	Smith Park Trail	27,461	3,699	205,818	0	0	0	0	0	0	236,978
5525	Park Irrigation	0	0	0	0	0	0	0	0	0	0
5526	Park Aeration	20,109	0	0	0	0	0	0	0	0	20,109
5527	Parks General Construction Projects	113,737	6,250	12,645	57,797	148,270	48,464	0	0	39,859	427,022
5528	Dog Park	32,354	34,003	0	0	0	0	0	0	0	66,357
5529	Drainage & Excavation Projects	2,608	0	0	0	0	0	0	0	0	2,608
5530	Miscellaneous Park Improvements	42,715	0	0	18,532	0	0	0	0	0	61,247
5531	Veterans Park Parking Lot Addition	337,203	0	0	0	0	0	0	0	0	337,203
5532	Wayfinding and Signage	0	0	0	21,160	2,590	61,357	30,758	6,785	98,900	221,550
5534	Veterans Park Playtoy	0	152,551	94,449	0	0	0	0	0	0	247,000
5535	Splashpad Construction	5,300	479,956	51,627	12,791	34,302	0	0	0	0	583,976
5536	Parkland Acquisition/Improvement	0	722,272	428,577	0	0	0	0	0	0	1,150,849
5537	Park Improvements Contingency	3,040	0	0	0	0	0	0	0	0	3,040
5538	Pickleball Courts	0	17,035	0	0	0	0	0	0	0	17,035
5710	In House Design	0	4,237	0	0	0	0	0	0	0	4,237
	Total	926,843	1,580,008	820,957	110,280	185,162	344,821	30,758	6,785	138,759	4,144,373
	Phase 1 Totals	139,571	100,000	150,000	0	0	0	0	0	0	389,571
	Phase 1 Reimbursements	72,000									72,000
	Phase 1 Net Cost	67,571	100,000	150,000	0	0	0	0	0	0	317,571
	Phase 1 Net Cost 2009-2013										19,609,505
	TOTAL PHASE 1 COSTS										19,927,076
	Phase 2 Totals	926,843	1,580,008	820,957	110,280	185,162	344,821				3,968,071
	Phase 2 Reimbursements		212,722								212,722
	TOTAL PHASE 2 COSTS	926,843	1,367,286	820,957	110,280	185,162	344,821				3,755,349
	TOTAL ALL PHASES										23,682,425

STORMWATER FUND

The Stormwater Fund is an Enterprise Fund that was established to account for the costs of repairing, replacing, and improving the city's storm drainage system. User fees sustain the expenditures of this fund. Please refer to page thirteen for a breakdown of the revenues and expenditures through October 31, 2020.

Revenues

The Stormwater Fund revenues are performing as expected. However, the following revenue sources require additional explanations:

- Charges for Services – Year-to-date service charges totaled \$707,018, which is \$8,590 (1.2%) less than the amount collected during the same period in the prior year.

Expenditures

The Stormwater Fund expenditures are performing as expected through October 31, 2020.

**STORMWATER FUND
STATEMENT OF REVENUE AND EXPENDITURES
OCTOBER 2020**

	2019 ACTUAL YTD OCT 31	2020 ACTUAL YTD OCT 31	2020 TOTAL BUDGET	2020 % of BUDGET	2020 PRJ YR END
REVENUES					
Miscellaneous	1,103	2,523	500	504.67%	2,974
Charges for Services	715,608	707,018	900,200	78.54%	869,137
Total Revenues	716,711	709,542	900,700	78.78%	872,111
EXPENDITURES					
Stormwater Operations					
Personal Services	185,936	211,109	257,186	82.08%	256,814
Charges & Services	107,162	80,319	223,891	35.87%	92,944
Materials & Supplies	40,324	31,670	100,340	31.56%	49,515
Capital Outlay	8,524	80	20,000	0.40%	128
Refunds	31	22	2,000	1.09%	35
Total Ops Expenditures	341,978	323,199	603,416	53.56%	399,436
Stormwater Capital					
Capital Outlay	180,602	607,047	1,716,338	35.37%	1,090,556
Total Cap Expenditures	180,602	607,047	1,716,338	35.37%	1,090,556
Total Expenditures	522,579	930,246	2,319,754	40.10%	1,489,992

WATER FUND

The Water Fund was established to account for the treatment and distribution of water to resident and commercial users. This fund is also an Enterprise Fund, with user fees financing the expenditures. Please refer to page eleven for a breakdown of the revenues and expenditures through October 31, 2020.

Revenues

The Water Fund revenues are performing as expected. However, the following revenue sources require additional explanations:

- Charges for Services – Included in this category are Services Charges & Collections.
 - Meter Charges – Year-to-date meter charges for water consumption totaled \$4,756,882 which is \$22,098 or 0.4% less than the amount collected same period from the prior year.
 - Capacity Fees – Year-to-date receipts total \$2,002,883 and these fees are deposited into the Water Capacity Fee Fund (Fund 536).

Expenditures

The Water Fund expenditures are performing as expected through October 31, 2020.

**WATER FUND
STATEMENT OF REVENUE AND EXPENDITURES
OCTOBER 2020**

	2019 ACTUAL YTD OCT 31	2020 ACTUAL YTD OCT 31	2020 TOTAL BUDGET	2020 % of BUDGET	2020 PRJ YR END
REVENUES					
Miscellaneous	36,772	25,012	25,000	100.05%	26,294
Other Financing	-	6,549	11,000	59.54%	10,478
Earnings on Investments	248,861	97,674	300,000	32.56%	140,271
Charges for Services	4,877,770	4,841,929	6,220,000	77.84%	5,250,147
Total Revenues	5,163,403	4,971,164	6,556,000	75.83%	5,427,190
EXPENDITURES					
Water Administration					
Personal Services	275,638	239,363	325,759	0.00%	311,562
Charges & Services	233,625	231,889	276,520	83.86%	273,514
Materials & Supplies	601	680	775	0.00%	550
Capital Outlay	-	-	-	0.00%	-
Refunds	11,665	10,066	27,750	36.27%	6,345
Transfers	1,550,357	1,973,225	2,659,783	74.19%	2,659,783
Total Admin Expenditures	2,071,885	2,455,222	3,290,587	74.61%	3,251,754
Water Treatment					
Personal Services	681,546	676,608	930,138	72.74%	840,513
Charges & Services	574,591	605,431	812,894	74.48%	648,025
Materials & Supplies	316,806	331,541	448,903	73.86%	294,367
Capital Outlay	29,664	69,922	87,045	80.33%	63,485
Refunds	-	-	-	0.00%	-
Total Treat Expenditures	1,602,607	1,683,501	2,278,981	73.87%	1,846,390
Water Distribution					
Personal Services	484,458	454,400	617,833	73.55%	565,075
Charges & Services	75,565	66,181	121,283	54.57%	94,495
Materials & Supplies	187,824	191,166	300,470	63.62%	223,610
Capital Outlay	10,148	-	15,000	0.00%	-
Refunds	-	-	-	0.00%	-
Total Dist Expenditures	757,996	711,748	1,054,586	67.49%	883,180
Total Expenditures	4,432,489	4,850,472	6,624,154	73.22%	5,981,324

WASTEWATER FUND

The purpose of the Wastewater Fund is to provide wastewater collection and treatment service to resident and commercial users. This fund is also an Enterprise Fund, with user fees financing the expenditures. Please refer to page nine for a breakdown of the revenues and expenditures through October 31, 2020.

Revenues

The Sewer Fund revenues are performing as expected. However, the following revenue sources require additional explanations:

- Charges for Services – Included in this category are Services Charges & Collections.
 - Meter Charges – Year-to-date meter charges for wastewater treatment totaled \$5,676,039 which is \$64,470 or 1.1% less than the amount collected during same period from the prior year.
 - Capacity Fees – Year-to-date receipts total \$3,397,935 and these fees are deposited into the Wastewater Capacity Fee Fund (Fund 546).

Expenditures

The Wastewater Fund expenditures are performing as expected through October 31, 2020.

**WASTEWATER FUND
STATEMENT OF REVENUE AND EXPENDITURES
OCTOBER 2020**

	2019 ACTUAL YTD OCT 31	2020 ACTUAL YTD OCT 31	2020 TOTAL BUDGET	2020 % of BUDGET	2020 PRJ YR END
REVENUES					
Miscellaneous	388	19,206	10,000	192.06%	30,320
Other Financing	-	7,423	-	0.00%	11,877
Earnings on Investments	227,797	95,262	275,000	34.64%	135,634
Charges for Services	5,974,484	5,950,377	7,426,500	80.12%	6,494,173
Total Revenues	6,202,669	6,072,269	7,711,500	78.74%	6,672,004
EXPENDITURES					
Sewer Administration					
Personal Services	147,658	212,524	323,556	0.00%	250,817
Charges & Services	312,753	205,481	247,743	82.94%	213,968
Materials & Supplies	733	620	1,000	0.00%	627
Capital Outlay	-	-	-	0.00%	-
Refunds	416	24,010	7,500	320.14%	38,416
Transfers	2,229,308	3,859,451	3,996,618	96.57%	3,996,618
Total Admin Expenditures	2,690,868	4,302,086	4,576,417	94.01%	4,500,446
Sewer Treatment					
Personal Services	750,158	710,701	975,531	72.85%	888,889
Charges & Services	689,346	804,651	1,004,447	80.11%	884,090
Materials & Supplies	185,627	157,189	238,770	65.83%	176,397
Capital Outlay	-	13,985	25,000	55.94%	-
Refunds	-	-	-	0.00%	-
Total Treat Expenditures	1,625,131	1,686,527	2,243,747	75.17%	1,949,376
Sewer Collection					
Personal Services	328,904	212,817	291,090	73.11%	264,733
Charges & Services	83,559	117,226	253,935	46.16%	173,128
Materials & Supplies	84,043	86,300	187,702	45.98%	80,045
Capital Outlay	17,863	10,066	16,100	62.52%	10,238
Refunds	-	-	-	0.00%	-
Total Col Expenditures	514,368	426,409	748,826	56.94%	528,144
Total Expenditures	4,830,367	6,415,021	7,568,991	84.75%	6,977,966

**REFUSE FUND
STATEMENT OF REVENUE AND EXPENDITURES
OCTOBER 2020**

	2019 ACTUAL YTD OCT 31	2020 ACTUAL YTD OCT 31	2020 TOTAL BUDGET	2020 % of BUDGET	2020 PRJ YR END
REVENUES					
Miscellaneous	-	49,557	260,000	19.06%	49,557
Other Financing	13,251	5,166	-	0.00%	5,166
Earnings on Investments	19,396	7,521	12,000	62.68%	10,499
Charges for Services	3,008,055	2,940,595	3,793,350	77.52%	3,448,967
Total Revenues	3,040,702	3,002,840	4,065,350	73.86%	3,514,189
EXPENDITURES					
Refuse Administration					
Personal Services	-	-	-	0.00%	-
Charges & Services	39,870	43,514	92,834	46.87%	92,782
Materials & Supplies	-	-	-	0.00%	-
Capital Outlay	28,988	5,985	9,287	64.44%	9,576
Refunds	457	360	1,000	36.02%	568
Transfers	301,917	309,317	371,180	83.33%	371,180
Total Admin Expenditures	371,231	359,175	474,301	75.73%	474,106
Refuse Collection					
Personal Services	603,931	591,678	784,850	75.39%	749,640
Charges & Services	970,144	937,566	1,332,353	70.37%	1,015,706
Materials & Supplies	125,773	127,594	203,514	62.70%	138,410
Capital Outlay	243,537	-	731,207	0.00%	843,783
Refunds	-	-	-	0.00%	-
Total Collect Expenditures	1,943,385	1,656,838	3,051,924	54.29%	2,747,539
Refuse Recycling					
Personal Services	381,106	355,580	474,996	74.86%	449,428
Charges & Services	190,553	190,460	300,209	63.44%	255,801
Materials & Supplies	53,706	36,963	86,650	42.66%	50,030
Capital Outlay	-	-	513,447	0.00%	255,447
Refunds	-	-	-	0.00%	-
Total Recycle Expenditures	625,365	583,002	1,375,302	42.39%	1,010,706
Total Expenditures	2,939,981	2,599,016	4,901,528	53.02%	4,232,351

REFUSE FUND

The Refuse Fund accounts for the costs of providing refuse services. This fund is an Enterprise Fund which means that the main source of revenue is the monthly fees charged to residents for this service. Please refer to page seven for a breakdown of the revenues and expenditures through October 31, 2020.

Revenues

The Refuse Fund revenues are performing as expected. However, the following revenue sources require additional explanations:

- Charges for Services – Year-to-date receipts total \$2,940,595 which is \$67,460 or 2.2% less than the amount received from the same period in the prior year.

Expenditures

The Refuse Fund expenditures are performing as expected through October 31, 2020.

APPENDIX A

YEAR TO DATE FUND REPORT
October 31, 2020

Fund #	FUND	BEGINNING BALANCE	YTD REVENUES	YTD EXPEND	ENDING BALANCE	ENCUMB	UNENCUMB BALANCE
101	General Fund	6,801,606.03	19,355,498.10	17,921,522.99	8,235,581.14	788,968.72	7,446,612.42
200	Street Maintenance & Repair	603,206.35	2,473,600.87	2,273,597.15	803,210.07	789,965.90	13,244.17
201	State Highway Improvement	353,397.37	130,769.59	472,491.56	11,675.40	0.00	11,675.40
202	License Fee	426,903.67	367,231.97	486,299.98	307,835.66	52,604.68	255,230.98
203	Stormwater	2,113,380.23	709,541.65	930,246.24	1,892,675.64	316,006.01	1,576,669.63
210	Recreation	266,459.06	756,991.10	982,420.26	41,029.90	41,029.90	(0.00)
212	Oak Grove Cemetery	276,700.20	191,388.92	241,056.20	227,032.92	88,575.44	138,457.48
215	Tree Replacement	119,237.10	89,821.48	0.00	209,058.58	15,000.00	194,058.58
222	Airport	184,988.85	720,546.72	638,123.16	267,412.41	9,793.36	257,619.05
223	Hangars	180,442.96	82,318.50	35,513.67	227,247.79	0.00	227,247.79
231	Fire/EMS Income Tax	9,399,949.67	10,111,614.95	8,791,064.80	10,720,499.82	1,137,560.28	9,582,939.54
233	Rec Center Income Tax	5,065,048.57	2,027,887.37	566,641.85	6,526,294.09	6,785.00	6,519,509.09
235	Airport TIF	136,735.75	13,326.15	0.00	150,061.90	0.00	150,061.90
236	Glenn Road TIF	2,011,525.35	2,505,777.13	3,145,049.08	1,372,253.40	374,808.63	997,444.77
237	Sky Climber TIF	0.00	23,619.40	23,619.40	0.00	28,380.73	(28,380.73)
238	Mill Run TIF	0.00	51,477.73	51,477.73	0.00	0.00	0.00
240	Municipal Court	2,861,453.86	1,971,322.43	2,172,197.58	2,660,578.71	18,703.44	2,641,875.27
241	Court IDIAM	14,674.86	24,835.73	17,879.14	21,631.45	3,096.51	18,534.94
250	Drug Enforcement	51,218.50	2,878.70	3,307.52	50,789.68	0.00	50,789.68
251	Court Alcohol Treatment	592,279.16	33,355.98	5,264.16	620,370.98	0.00	620,370.98
252	OMVI Enforcement/Education	4,520.65	929.00	0.00	5,449.65	0.00	5,449.65
253	Police Judgement	40,138.50	229.52	17,044.00	23,324.02	0.00	23,324.02
254	Police Fed Judgement	0.00	17,082.09	3,200.00	13,882.09	0.00	13,882.09
255	Park Exaction Fee	184,116.07	0.00	39,960.00	144,156.07	70,000.00	74,156.07
256	Court Computer Legal Research	757,780.68	161,072.80	161,550.58	757,302.90	62,535.21	694,767.69
257	Court Special Projects	749,712.50	161,542.51	278,375.05	632,879.96	50,000.66	582,879.30
259	Court Probation Services	614,641.81	281,349.48	231,312.66	664,678.63	610.00	664,068.63
261	Police Disability Pension	0.00	136,336.14	122,310.00	14,026.14	0.00	14,026.14
262	Fire Disability Pension	0.00	136,336.26	122,310.10	14,026.16	0.00	14,026.16
272	Community Promotion	84,603.77	45,663.88	90,369.25	39,898.40	40,250.00	(351.60)
280	Local Coronavirus Relief	0.00	2,652,330.95	8,600.00	2,643,730.95	2,643,732.00	(1.05)
291	CDBG	0.00	11,000.00	1,984.20	9,015.80	1,290.80	7,725.00
292	Police Fed Treasury Seizures	0.00	3,540.90	0.00	3,540.90	0.00	3,540.90
295	ED Revolving Loan	240,333.27	81,705.46	12,555.80	309,482.93	52,351.20	257,131.73
296	Housing Program Income	8,150.00	0.00	0.00	8,150.00	8,150.00	0.00

APPENDIX A

YEAR TO DATE FUND REPORT
October 31, 2020

Fund #	FUND	BEGINNING BALANCE	YTD REVENUES	YTD EXPEND	ENDING BALANCE	ENCUMB	UNENCUMB BALANCE
300	General Bond Retirement	621,579.51	257,244.68	259,545.29	619,278.90	0.00	619,278.90
301	Park Improvement Bond	111,104.83	15,773,106.05	15,836,058.44	48,152.44	4,000.00	44,152.44
302	SE Highland Bond	0.00	690,797.56	327,519.99	363,277.57	0.00	363,277.57
410	Capital Improvement	4,666,224.39	4,280,277.63	6,650,816.11	2,295,685.91	3,262,070.40	(966,384.49)
415	Point Project	933,691.72	1,456,747.23	1,526,401.50	864,037.45	1,274,618.96	(410,581.51)
431	FAA Alloc/Improvement Grant	95,193.38	34,627.14	38,474.61	91,345.91	31,206.04	60,139.87
440	Equipment Replacement	217,510.22	416,508.00	353,205.75	280,812.47	218,102.00	62,710.47
491	Parks Impact Fee	2,067,688.56	429,839.23	50,543.01	2,446,984.78	366,267.43	2,080,717.35
492	Police Impact Fee	429,784.34	104,409.82	7,508.79	526,685.37	164.93	526,520.44
493	Fire Impact Fee	544,494.17	155,656.30	75,738.16	624,412.31	168.79	624,243.52
494	Municipal Impact Fee	444,342.10	168,277.83	16,628.22	595,991.71	7,168.78	588,822.93
496	Glenn Rd S Construction	926,595.96	676,235.21	122,392.00	1,480,439.17	0.00	1,480,439.17
498	Glenn Rd N	330,020.80	50,712.25	40,722.50	340,010.55	0.00	340,010.55
501	Golf Course	81,056.66	216,402.49	73,128.74	224,330.41	3,123.37	221,207.04
520	Parking Lots	52,087.14	29,438.49	40,039.27	41,486.36	518.25	40,968.11
530	Water	1,504,060.97	4,971,163.96	4,850,471.84	1,624,753.09	153,854.05	1,470,899.04
531	Water Construction	2,479,462.37	1,364,891.50	2,304,338.11	1,540,015.76	236,982.72	1,303,033.04
533	Water Reserve	2,000,000.00	0.00	0.00	2,000,000.00	0.00	2,000,000.00
536	Water Capacity Fee	10,619,956.63	2,002,883.06	1,222,454.46	11,400,385.23	177,562.99	11,222,822.24
540	Wastewater	3,724,670.38	6,072,268.78	6,415,021.14	3,381,918.02	198,094.38	3,183,823.64
541	Wastewater Construction	3,088,062.39	1,476,705.00	508,805.67	4,055,961.72	471,032.30	3,584,929.42
543	Wastewater Reserve	2,000,000.00	0.00	0.00	2,000,000.00	0.00	2,000,000.00
545	Water Customer Deposit	228,317.60	(25,648.33)	3,037.15	199,632.12	0.00	199,632.12
546	Wastewater Capacity Fee	6,796,915.87	3,588,429.05	2,068,678.60	8,316,666.32	417,089.25	7,899,577.07
548	SE Highland Wastewater	268,389.54	720,370.00	699,866.60	288,892.94	0.00	288,892.94
550	Refuse	1,159,867.16	3,002,839.52	2,599,016.09	1,563,690.59	1,224,703.63	338,986.96
601	Garage Rotary	504,994.89	199,181.93	567,308.14	136,868.68	75,142.35	61,726.33
602	IT Rotary	655,372.98	1,129,077.16	1,502,106.25	282,343.89	80,428.02	201,915.87
610	Health Insurance	522,534.62	6,434,140.62	5,140,673.25	1,816,001.99	2,994.75	1,813,007.24
620	Workers Compensation	2,626,777.89	9,515.16	29,970.19	2,606,322.86	600.00	2,605,722.86
701	Fire Donation	1,083.36	200.00	0.00	1,283.36	0.00	1,283.36
702	Parks/Rec Donation	13,214.03	6,500.00	11,965.00	7,749.03	0.00	7,749.03
703	Police Donation	10,836.60	500.00	2,000.00	9,336.60	0.00	9,336.60
704	Mayors Donation	898.15	550.00	50.00	1,398.15	0.00	1,398.15
705	Project Trust	1,129,526.94	104,316.91	116,238.72	1,117,605.13	0.00	1,117,605.13

APPENDIX A

**YEAR TO DATE FUND REPORT
October 31, 2020**

707	Unclaimed Funds	18,620.57	0.00	0.00	18,620.57	0.00	18,620.57
708	Municipal Court Unclaimed Funds	86,376.18	11,461.57	315.00	97,522.75	0.00	97,522.75
709	Development Reserve	1,008,885.74	50,000.00	1,104,974.77	(46,089.03)	51,260.27	(97,349.30)
710	Reserve Account	1,188,864.04	25,000.00	0.00	1,213,864.04	0.00	1,213,864.04
711	Berkshire JEDD	84,717.65	256,178.07	323,004.48	17,891.24	180,531.05	(162,639.81)
750	Cemetery Perpetual Care	33,839.98	199.19	360.00	33,679.17	0.00	33,679.17
801	State Highway Patrol	4,866.99	42,674.04	47,541.04	(0.01)	0.00	(0.01)
803	State Building Permit	1,296.92	9,513.24	9,055.16	1,755.00	0.00	1,755.00
804	Performance Bond	694,227.73	50,800.00	192,876.73	552,151.00	0.00	552,151.00
		88,121,216.74	101,576,913.80	94,986,194.88	94,711,935.66	15,037,883.18	79,674,052.48

APPENDIX B

**CITY OF DELAWARE, OHIO
FINANCIAL STATEMENT
OCTOBER 31, 2020**

	Weighted Average Interest Rate	YTD Interest Earned	Weighted Average Maturity (Days)	Ending Balance
<u>Checking/Depository</u>				
Checking (Operating & Payroll)*		-		25,573,412
Total Bank Deposits		\$ -		\$ 25,573,412
 <u>Investments</u>				
Star Ohio	0.14%	526,793		69,138,524
Total Investments		\$ 526,793		\$ 69,138,524
 TOTAL BANK DEPOSITS & INVESTMENTS		 \$ 526,793		 \$ 94,711,936

* The city participates in an Earning Credit Allow ance program. The City maintains a minimum balance in the checking account so that a credit is earned that then offsets the monthly service charge.

I certify that the balances stated above are true to the best of my know ledge.

Justin Nahvi
Finance Director

OCTOBER 31, 2020
Date

Tom Homan
City Manager

OCTOBER 31, 2020
Date

APPENDIX C

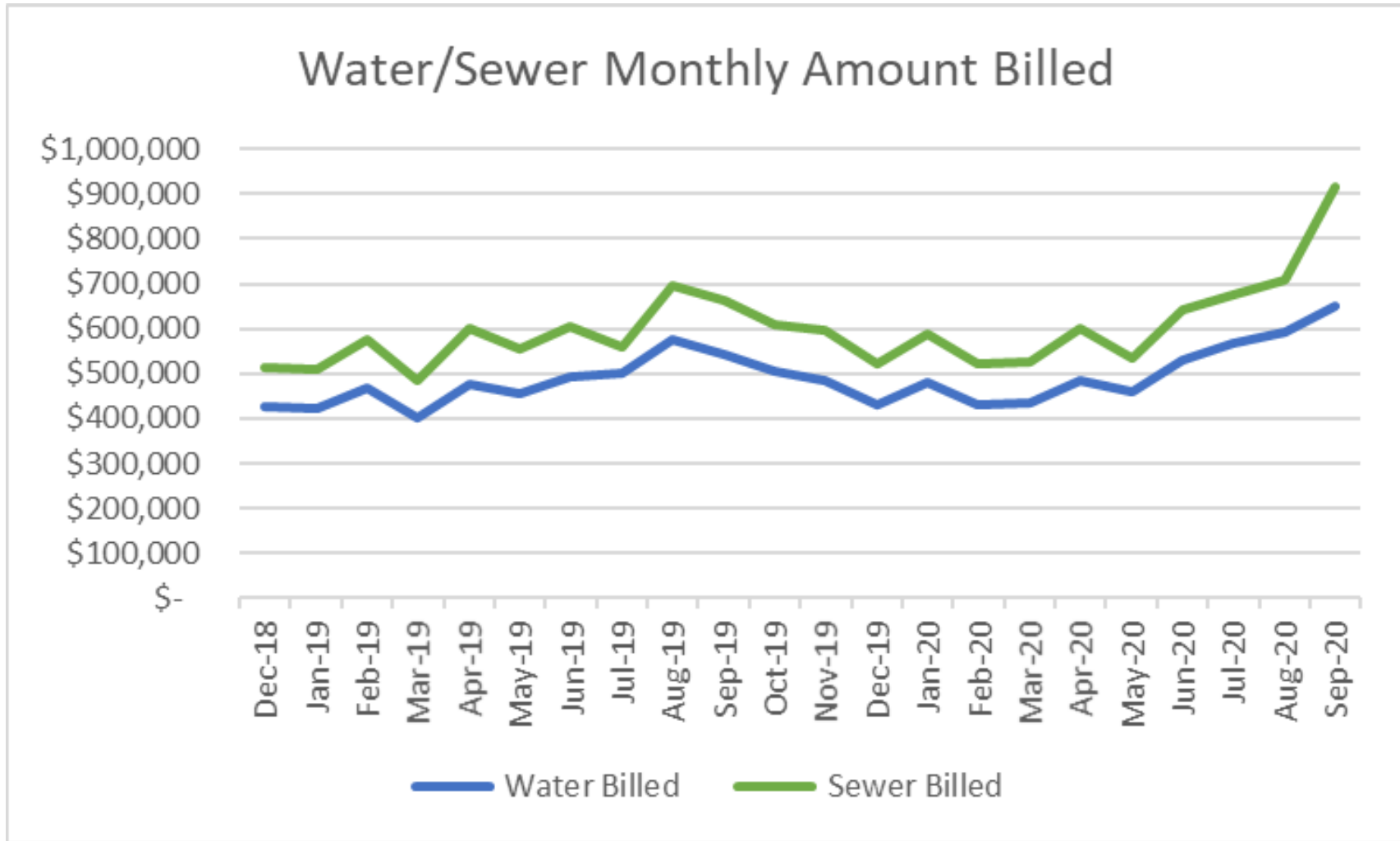
**CITY OF DELAWARE
DEBT SCHEDULE
OCTOBER 2020**

	Outstanding Balance 10/31/2020	General	Fire/EMS	Rec Levy	Police Impact Impact Fee	Municipal Impact Fee	Glenn Rd. TIF/NCA	Water User Fee	Water Capacity Fee	Sewer User Fee	Sewer Capacity Fee
2019 GO Bonds	\$20,595,000	\$ 3,491,250				\$ 508,750	\$ 6,710,000				\$ 9,885,000
2017 General Obligation Bonds	\$ 5,805,000	\$ 631,877	\$ 2,665,000						\$ 1,957,654		\$ 550,469
2015 General Obligation Bonds	\$ 5,205,000		\$ 435,000	\$ 2,345,000			\$ 2,425,000				
2013 General Obligation Bonds	\$ 5,190,000		\$ 1,855,000		\$ 587,500	\$ 1,282,500	\$ 1,465,000				
2012 General Obligation Bonds	\$ 1,890,000	\$ 847,722	\$ 172,278								\$ 870,000
OWDA Water Projects	\$29,449,933							\$18,855,372	\$10,594,561		
OWDA Sewer Projects	\$11,327,491									\$ 976,430	\$10,351,061
2020 Recreation Levy Bonds	\$13,690,000			\$13,690,000							
Total Long Term Debt	\$93,152,424	\$ 4,970,849	\$ 5,127,278	\$16,035,000	\$ 587,500	\$ 1,791,250	\$10,600,000	\$18,855,372	\$12,552,215	\$ 976,430	\$21,656,530
Fund Balance Reserves 10/31/20		\$ 5,846,062	\$ 8,239,744	\$ 5,354,930	\$ 447,344	\$ 475,112	\$ 1,806,453	\$ 4,666,539	\$10,642,030	\$ 8,813,290	\$ 6,521,891
Annual Debt Service		\$ 767,721	\$ 702,262	\$ 2,431,580	\$ 136,700	\$ 353,500	\$ 999,126	\$ 1,285,727	\$ 964,722	\$ 152,695	\$ 3,003,987
2020 Revenue		\$25,840,079	\$12,532,677	\$ 2,521,500	\$ 80,000	\$ 222,500	\$ 3,051,300	\$ 6,205,500	\$ 4,050,000	\$ 7,430,300	\$ 4,080,000

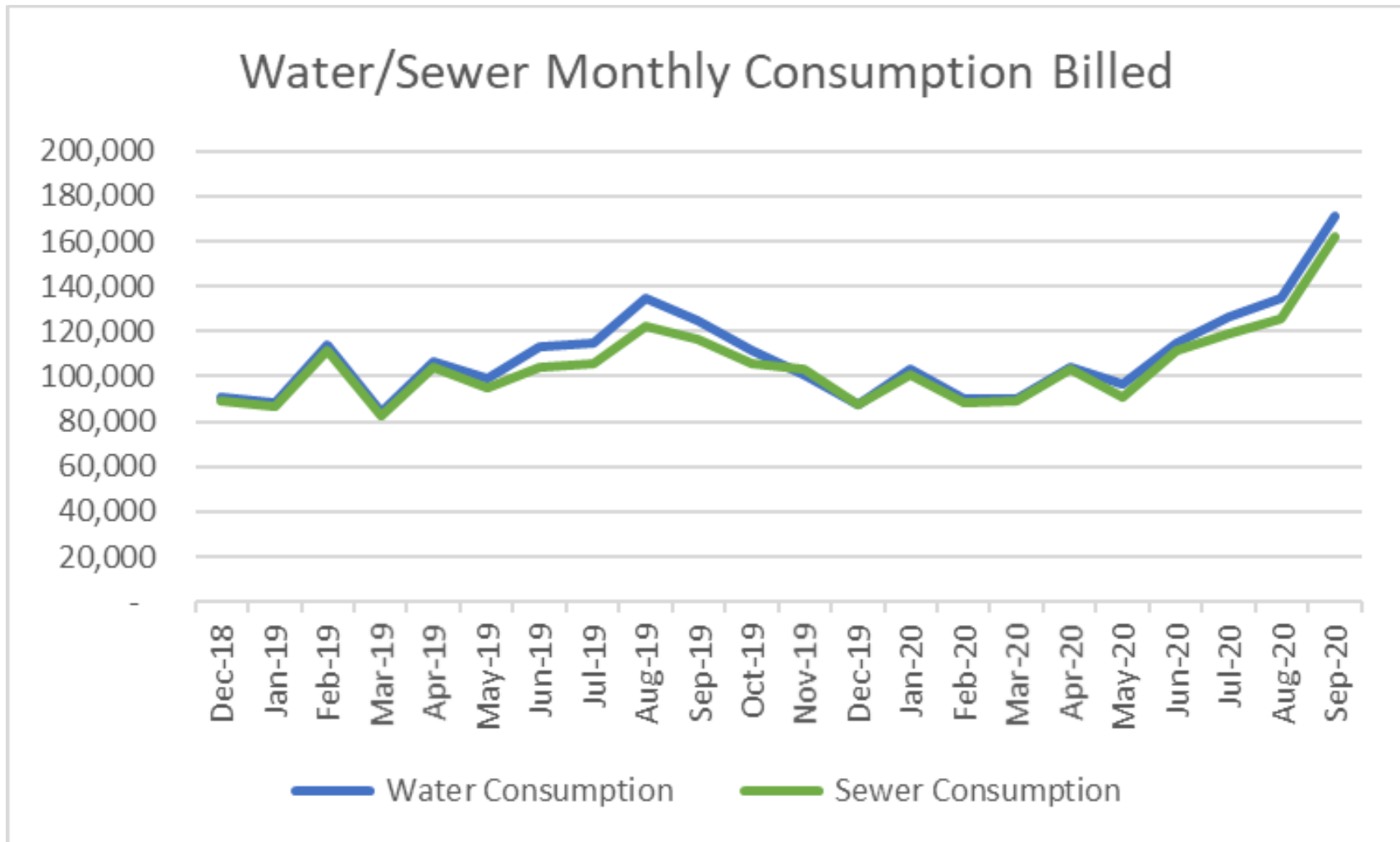
APPENDIX D

Billing Month	Consumption Period	Water Customers	Water Consumption	Water Billed	Sewer Customers	Sewer Consumption	Sewer Billed	Refuse Customers	Refuse Billed	Stormwater ERU	Stormwater Billed
Jan-19	Dec-18	12,928	91,066	\$ 425,547	12,691	89,468	\$ 515,265	14,235	\$ 293,242	36,466	\$ 91,166
Feb-19	Jan-19	12,951	88,253	\$ 423,755	12,711	86,832	\$ 511,264	14,247	\$ 293,493	27,873	\$ 69,681
Mar-19	Feb-19	12,957	113,997	\$ 469,192	12,716	111,840	\$ 576,244	14,316	\$ 294,918	27,908	\$ 69,771
Apr-19	Mar-19	12,983	84,044	\$ 403,182	12,742	82,418	\$ 485,058	14,294	\$ 294,455	27,947	\$ 69,868
May-19	Apr-19	13,050	106,911	\$ 474,402	12,810	104,035	\$ 601,199	14,349	\$ 295,593	27,949	\$ 69,873
Jun-19	May-19	13,096	99,139	\$ 456,613	12,854	95,180	\$ 553,500	14,395	\$ 296,542	28,008	\$ 70,020
Jul-19	Jun-19	13,134	113,613	\$ 494,816	12,890	104,409	\$ 604,106	14,464	\$ 297,966	27,991	\$ 69,978
Aug-19	Jul-19	13,151	115,139	\$ 499,167	12,914	105,412	\$ 559,491	14,495	\$ 298,591	28,039	\$ 70,097
Sep-19	Aug-19	13,172	134,924	\$ 575,052	12,930	122,650	\$ 697,696	14,519	\$ 299,099	28,052	\$ 70,129
Oct-19	Sep-19	13,207	125,047	\$ 544,381	12,965	116,228	\$ 661,645	14,573	\$ 300,203	28,083	\$ 70,208
Nov-19	Oct-19	13,243	111,664	\$ 504,206	13,000	106,141	\$ 608,906	14,599	\$ 300,738	28,011	\$ 70,028
Dec-19	Nov-19	13,211	100,944	\$ 483,479	12,966	103,133	\$ 596,428	14,595	\$ 300,649	27,976	\$ 69,941
Jan-20	Dec-19	13,270	87,728	\$ 431,208	13,024	87,642	\$ 522,014	14,631	\$ 301,390	36,363	\$ 90,907
Feb-20	Jan-20	13,219	102,900	\$ 480,375	12,975	101,172	\$ 587,089	14,382	\$ 296,269	28,119	\$ 70,297
Mar-20	Feb-20	13,240	90,393	\$ 431,582	12,994	88,700	\$ 522,680	14,651	\$ 301,820	28,156	\$ 70,390
Apr-20	Mar-20	13,278	90,392	\$ 433,859	13,031	89,541	\$ 527,488	14,707	\$ 302,973	28,156	\$ 70,390
May-20	Apr-20	13,333	104,347	\$ 483,078	13,086	102,909	\$ 601,266	14,681	\$ 302,426	28,247	\$ 70,616
Jun-20	May-20	13,386	96,858	\$ 460,005	13,138	90,592	\$ 534,923	14,687	\$ 302,549	28,221	\$ 70,552
Jul-20	Jun-20	13,415	114,917	\$ 528,781	13,166	111,910	\$ 642,513	14,727	\$ 303,372	28,240	\$ 70,600
Aug-20	Jul-20	13,402	126,267	\$ 569,456	13,156	119,040	\$ 675,202	14,755	\$ 303,959	28,348	\$ 70,870
Sep-20	Aug-20	13,473	134,662	\$ 592,850	13,227	125,526	\$ 706,345	14,837	\$ 305,640	28,245	\$ 70,612
Oct-20	Sep-20	13,475	171,441	\$ 649,461	13,227	162,429	\$ 916,105	14,857	\$ 306,057	28,318	\$ 70,796

APPENDIX D



APPENDIX D



MONTHLY INCOME TAX REVENUES
2018-2020

	2018					% OF	2019					% OF	2020					% OF
	W/H	PERSONAL	BUSINESS	TOTAL	ACTUAL		W/H	PERSONAL	BUSINESS	TOTAL	ACTUAL		W/H	PERSONAL	BUSINESS	TOTAL	BUDGET	
JANUARY	1,741,914	440,952	56,565	2,239,431		1,570,681	603,605	80,207	2,254,493		1,706,358	637,606	44,177	2,388,141				
FEBRUARY	1,389,048	337,974	56,041	1,783,063		1,616,403	398,566	112,062	2,127,031		1,757,517	309,713	92,790	2,160,019				
MARCH	1,240,476	682,589	192,027	2,115,092		1,308,699	737,799	133,499	2,179,997		1,597,825	513,367	158,820	2,270,012				
APRIL	1,949,558	2,433,093	806,548	5,189,199		1,941,656	2,595,734	781,735	5,319,125		1,942,011	774,039	198,985	2,915,035				
MAY	1,387,867	213,714	18,117	1,619,698		1,440,447	242,575	54,049	1,737,070		1,436,969	284,090	63,824	1,784,883				
JUNE	1,407,521	622,838	374,208	2,404,566		1,696,517	732,504	153,590	2,582,612		1,486,251	546,475	182,455	2,215,181				
JULY	1,718,647	227,721	28,964	1,975,332		1,630,973	329,142	27,910	1,988,025		1,564,181	1,991,877	459,118	4,015,176				
AUGUST	1,363,624	171,517	142,149	1,677,290		1,393,601	220,627	97,863	1,712,090		1,813,509	215,388	47,643	2,076,540				
SEPTEMBER	1,648,825	624,312	164,383	2,437,519		1,742,714	764,332	253,449	2,760,494		1,470,918	797,195	287,393	2,555,506				
OCTOBER	1,675,716	307,591	462,819	2,446,126		1,688,264	281,632	96,126	2,066,022		1,803,650	308,140	128,510	2,240,300				
SUBTOTAL	15,523,196	6,062,300	2,301,820	23,887,317	85.83%	16,029,956	6,906,515	1,790,488	24,726,960	85.84%	16,579,189	6,377,891	1,663,715	24,620,794	80.60%			
NOVEMBER	1,442,983	252,947	59,435	1,755,365		1,563,442	258,284	79,136	1,900,863					-				
DECEMBER	1,688,530	412,229	85,907	2,186,665		1,683,645	368,333	124,744	2,176,722					-				
TOTALS	18,654,709	6,727,477	2,447,162	27,829,347		19,277,043	7,533,133	1,994,369	28,804,544		16,579,189	6,377,891	1,663,715	24,620,794				

Total Receipts	OCTOBER Receipts	% of Annual Collections	Projection based on ten year trend!
			OCTOBER 2020 RECEIPTS = \$24,620,794
2010	15,185,348	85.94%	
2011	17,765,717	86.31%	HIGH = 84.83% \$29,022,481
2012	19,658,101	86.00%	LOW = 86.49% \$28,466,390
2013	20,557,766	86.49%	
2014	21,537,420	85.68%	LAST 3 YR
2015	22,852,743	84.83%	AVG = 85.82% \$28,689,189
2016	24,975,316	86.15%	
2017	25,898,396	85.78%	
2018	27,829,347	85.83%	
2019	28,804,544	85.84%	*2020 BUDGETED RECEIPTS \$30,545,000
10 Year Avg.		85.89%	



2020 BUDGET GAUGE

October 12, 2020

Current Budget Condition:

ELEVATED MONITORING

Budget Gauge	What Each Level Means
SERVICE LEVEL REDUCTIONS	Forced service level reductions; program elimination; project deferrals; staff reductions
BUDGET CUTS	Mandatory budget cuts across departments to maintain fund balances; serious evaluation of budgets and programs
BUDGET RESTRAINT	Department head directed to be more cautious of spending; show restraint in purchases and implementation of new programs
ELEVATED MONITORING	Regular monthly monitoring among CMO and budget staff; consideration of changing economic conditions
NORMAL OPERATIONS	No indicators of changing financial condition

TO: Mayor Riggle and Members of Council

FROM: R. Thomas Homan, City Manager

SUBJECT: Miscellaneous Matters

DATE: November 19, 2020

1. **Calendar**
See Attached

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

December

2020

Monthly Meeting Schedule

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1	2 Virtual Civil Service 3 pm Virtual Planning Commission 6:30 pm	3	4	5
6	7 Virtual Council Work Session (to be determined)	8	9 Virtual BZA 6:30 pm	10	11	12
13	14 Virtual Council 7pm Year End Meeting	15	16 Virtual HPC 6:30 pm	17	18	19
20	21 Virtual Parking and Safety 6 pm	22	23	24	25	26
27	28	29	30	31		

