

DATE:	<u>January 3, 2022</u>	1 ST READING:	<u>January 3, 2022</u>
INTRODUCED BY:	<u>Mayor Corcoran</u>	2 ND READING:	<u>Dispensed</u>
REFERRED BY:	<u></u>	3 RD READING:	<u>Dispensed</u>
TEMPORARY NO:	<u>T 1-2022 Amended</u>	ADOPTED:	<u>January 3, 2022</u>
		EMERGENCY:	<u>January 3, 2022</u>

Amended Language on 01-3-2022

ORDINANCE NO. 5890-2022

AN ORDINANCE AMENDING ORDINANCE NO. 5682-2019, WHICH ESTABLISHED THE JOB POSITION OF “DIRECTOR OF ECONOMIC DEVELOPMENT”, BY CHANGING THE TITLE OF THE JOB POSITION TO “DIRECTOR OF PLANNING AND ECONOMIC DEVELOPMENT”, AND DECLARING AN EMERGENCY.

WHEREAS, Ordinance No. 5682-2019 amended Exhibits “A” and “B” of Department Head Ordinance No. 5596-2018 by establishing the job position and salary range of the Director of Economic Development; and

WHEREAS, the Administration and City Council propose changing the title of the job position of Director of Economic Development to the Director of Planning and Economic Development.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH RIDGEVILLE, LORAIN COUNTY, OHIO, THAT:

SECTION 1. Ordinance No. 5682-2019 is hereby amended by changing the title of the job position of Director of Economic Development to the Director of Planning and Economic Development wherever it appears in the caption, in the whereas clause, and in Sections 1 and 2 of Ordinance No. 5682-2019.

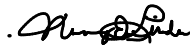
SECTION 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were conducted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in accordance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3. This Ordinance is hereby declared to be an emergency measure, the emergency being in order to hire an individual that has been identified. Wherefore, this Ordinance shall take effect and be in full force and effect immediately upon its passage and approval by the Mayor.

PASSED: January 3, 2022



PRESIDENT OF COUNCIL

ATTEST: 

CLERK OF COUNCIL

APPROVED: Jan 5, 2022



MAYOR

EXHIBIT A

<u>CLASSIFICATION</u>	<u>MIN ANNUAL SALARY</u>	<u>MAX ANNUAL SALARY</u>	<u>MIN HOURLY</u>	<u>MAX HOURLY</u>
Safety-Service Director		Two percent (2%) above highest paid employee (excluding longevity, overtime and Mayor's salary)		
Engineer	83,927.00	107,006.93	40.35	51.45
Assistant Engineer	80,781.42	96,515.74	38.84	46.40
Civil Engineer I (EI)	55,953.73	68,117.06	26.90	32.75
Civil Engineer II (PE)	65,099.03	79,250.17	31.30	38.10
Auditor	83,618.15	115,956.90	40.20	55.75
Deputy Auditor	68,190.69	94,417.88	32.78	45.39
Treasurer	80,225.40	112,269.15	38.57	53.98
Chief Building Inspector	60,138.73	91,735.57	28.91	44.10
Asst Chief Building Inspector	67,893.30	84,250.58	32.64	40.51
Parks & Recreation Director	56,450.98	82,483.45	27.14	39.66
Superintendent of the French Creek WWTP	73,471.37	102,449.69	35.32	49.25
Asst Superintendent of the French Creek WWTP	76,202.59	94,599.16	36.64	45.48
Laboratory Manager	58,900.06	70,476.67	28.32	33.88
Superintendent of the Service Department	61,338.89	105,460.99	29.49	50.70
Director of the Department of Public Utilities	70,307.32	86,520.34	33.80	41.60
Clerk of Mayor's Court, CMC	42,834.66	76,919.10	20.59	36.98
Clerk of Mayor's Court	54,613.52	67,755.81	26.26	32.57
Assistant Clerk of Council, CMC	45,475.01	63,324.60	21.86	30.44
Assistant Clerk of Council	54,613.52	67,755.81	26.26	32.57
Director of the Department of Older Adult Services	46,958.84	72,904.03	22.58	35.05
Case Manager	44,562.87	55,231.82	21.42	26.55
ISD/Network Coordinator	61,360.71	86,411.24	29.50	41.54
Assistant Law Director/Prosecutor	82,585.03	98,598.99	39.70	47.40
Prosecutor	74,031.52	91,944.76	35.59	44.20
Human Resource Director	78,681.56	115,399.63	37.83	55.48
Income Tax Administrator	62,499.31	77,560.92	30.05	37.29
Office Administrator	51,735.75	64,269.20	24.87	30.90
Director of Planning and Economic Development	48,258.03	115,399.63	23.20	55.48

EXHIBIT "B"

Section 1 - Positions Covered

Mayor (as it applies to pension pick-up and insurance programs only)

Safety-Service Director

Engineer

Assistant Engineer

Civil Engineer I (EI)

Civil Engineer II (PE)

Auditor

Deputy Auditor

Treasurer

Chief Building Inspector

Asst. Chief Building Inspector

Parks & Recreation Director

Superintendent of the French Creek WWTP

Asst. Superintendent of the French Creek WWTP

Laboratory Manager

Superintendent of the Service Department

Director of the Department of Public Utilities

Clerk of Mayor's Court, CMC

Clerk of Mayor's Court

Assistant Clerk of Council, CMC

Assistant Clerk of Council

Director of the Department of Older Adult Services

Case Manager

ISD/Network Coordinator

Assistant Law Director/Prosecutor

Prosecutor

Human Resource Director

Inc Tax Administrator

Office Administrator

Director of Planning and Economic Development Director

SECTION 2 - NORMAL HOURS OF WORK

The normal work period shall generally be forty (40) hours of work over a seven (7) day period, starting at 12:01 a.m. Sunday to 12:00 p.m. midnight Saturday, but may be varied at the discretion of the Mayor and/or Safety-Service Director. Employees shall generally be scheduled for five (5) eight (8) hours workdays within the applicable seven (7) day period, which may be varied from time to time, at the discretion of the Mayor and/or Safety-Service Director. An employee's scheduled hours of work shall be exclusive of any lunch period which shall be unpaid. The general lunch period shall be thirty (30) or sixty (60) minutes as determined by the Mayor and/or Safety-Service Director.

Regular daily work hours shall be set by the Mayor and/or Safety-Service Director and may vary as determined by the Mayor and/or Safety-Service Director.

SECTION 3 - OVERTIME ELIGIBILITY

Each position listed above in Section I shall be designated as exempt or non-covered pursuant to the FLSA for overtime eligibility purposes.

Exempt and non-covered employees designated by the City shall not be eligible for overtime.

SECTION 4 - SICK LEAVE

A. Definition of Sick Leave

Sick leave shall be defined as an absence with pay necessitated by:

- A. Illness or injury to the employee;
- B. Disabilities due to pregnancy or delivery of child;
- C. For bonding with a newborn or adopted child of the employee for a period not to exceed two (2) weeks from the date of the child's birth;
- D. Exposure of the employee to contagious disease deemed communicable to other employees and determined to be a health and safety issue by the Mayor/designee;
- E. Illness or injury in the employee's immediate family.

B. Definition of Immediate Family

Where the use of sick leave is due to illness or injury to the employee's immediate family, "immediate family" shall be defined to include only the employee, employee's spouse,

employee's children, and employee's parents.

C. Accumulation of Sick Leave

Employees shall earn sick leave at the rate of four and six-tenths (4.6) hours for every eighty (80) hours worked in active pay status and shall accumulate such sick leave for future use to an unlimited amount. Hours worked or in active pay status in excess of eighty (80) during a pay period shall not be eligible for additional sick leave accrual. Employees shall not accrue sick leave as a result of any separation payout made pursuant to subsection D below.

D. Payment Upon Separation

Upon the occurrence of any of the following events, an employee who has completed ten (10) years of continued service with the Employer shall be entitled to a cash payment of the value of the herein defined amount of earned and unused sick leave hours:

- 1) Retirement of the employee;
- 2) Disability retirement of the employee'
- 3) Death of the employee; and
- 4) Separation from employment for any reason except termination for cause.

Any employee qualifying pursuant to the above provisions of this article shall be entitled to receive a cash payment equal to his/her hourly base rate of pay at that time of the occurrence of an above-listed event up to but not exceeding five hundred (500) hours of pay as certified by the City Auditor. If the qualifying employee is deceased, the payment shall be made pursuant to the provisions of the Ohio Revised Code 2113.04.

E. Reporting Off Work

An employee who is to be absent on sick leave shall notify the Mayor or his/her designee of such absence and the reason therefore at least one-half (1/2) hour after the start of his/her work shift each day he/she is absent, except in unusual circumstances or with permission of the Mayor /designee. Failure to properly report off work shall be cause for discipline.

F. Charging of Sick Leave

Sick leave may be used in segments of not less than one-half of one hour (30 minutes). The Auditor's office shall be responsible for tracking sick leave usage and balances.

G. Documentation Justifying Use of Sick Leave

Before an absence may be charged against accumulated sick leave, the Employer may require such proof of illness /injury of the employee, or of a qualifying family member of the employee,

as may be satisfactory to justify the use of sick leave, or may require the employee to be examined by a physician, paid for by the Employer and selected by the Mayor and/ or Safety-Service Director. In any event, an employee absent on sick leave must supply a written and signed statement on a form provided by the Employer attesting to his/her illness to be eligible for payment of sick leave. For an absence in excess of three (3) working days or for accumulated absences of five (5) or more days in a rolling sixty (60) day period the Employee shall be required to present a doctor's certificate at the employee's expense to justify the use, and payment of sick leave or receive approval from the Safety-Service Director.

If the employee fails to submit proof of illness/injury of the employee or a qualifying family member of the employee upon request, or in the event that upon such proof as is submitted or upon the report of medical examination, the Mayor and /or Safety-Service Director finds that there is no satisfactory evidence of illness/injury of the employee or of a qualifying relative of the employee sufficient to justify the employee's absence, such leave shall be considered unauthorized leave and may be without pay. Unauthorized absence without leave may subject the employee to discipline.

H. Return to Duty Medical Examination

The Safety-Service Director or his/her designee may require an employee who has been absent due to personal illness or injury, prior to and as a condition of his/her return to duty, to be examined by a physician designated by the Employer (at the Employer's expense) to establish that the employee is mentally and physically capable of performing the essential functions of his/her position and that his/her return to duty will not jeopardize the health and safety of the employee or other employees.

I. Fitness for Duty Medical Examination

If the Employer has a reasonable basis for believing that an employee is no longer mentally and/or physically capable of performing the essential function of his/her position or poses a threat to himself or others, the Employer may order an examination by an appropriately qualified medical professional at the Employer's expense. Upon receipt of the medical professional's opinion on fitness for work which disqualifies the employee for return to work, the Employer and the employee will meet to discuss possible alternatives and/or accommodations.

J. Discipline

An employee must comply with all rules and regulations on sick leave in order to receive sick leave pay. Falsification of sick leave documents, or abuse of sick leave as determined by the Employer, is grounds for disciplinary action.

SECTION 5 - PAID SICK LEAVE DONATION

- A. Policy: It shall be the policy of the Employer that employees with accumulated Sick Leave may donate paid Sick Leave to a fellow employee who, in strictly serious or catastrophic cases, is in need of assistance and has exhausted all of their available leave/time.
- B. Purpose: The purpose of this program is to:
- (A) allow employees to voluntarily provide assistance to their co-workers who are in critical need of leave due to circumstances necessitating the use of Sick Leave as set forth in Section 4(A) above (Sick Leave);
 - (B) establish strict guidelines for the implementation of donation of paid Sick Leave time; and
 - (C) to protect the investment the Employer has made in an employee in an effort to retain that employee.
- C. Eligibility: Any full-time employee listed in Section 1 above is eligible, after one year of service, to apply for the benefit of this policy. The employee must apply through the Mayor or Safety-Service Director. ALL of the following must apply to the circumstances of the recipient employee:
- (A) the employee is not eligible for Worker's Compensation benefits;
 - (B) the employee has not been disciplined at any level for patterned use of sick leave within the previous three (3) years;
 - (C) the employee has exhausted all accrued time available to him/her including sick time, personal time, comp time, vacation time, merit time or holiday (or birthday time), and
 - (D) the employee can, if requested, provide documentation through medical records that there is a bona fide medical reason for his/her inability to work.
- D. Duration: The maximum length of time that an employee may receive benefits under this program is eight (8) pay periods.
- E. Participation of Donor Employee:
- (A) Any full-time employee is eligible after one (1) year of service and may choose to participate in the sick leave donation program.
 - (B) An employee must have and maintain a minimum of eight weeks (320 hours) of accumulated Sick Leave to be eligible to participate as a donor.
 - (C) An employee who is donating paid leave may donate up to forty (40) hours of sick leave per donee per incident, in increments no less than eight (8) hours. An employee may donate to an eligible recipient employee repeatedly.
- F. Application Review: Upon receiving an application for sick leave donation, the Mayor or

Safety Service Director shall review the application and:

- (A) Evaluate whether there has or has not been any documented disciplinary action at any level for the patterned use of sick leave or abuse of sick leave within the previous three (3) years by the donor employee in their department; and
- (B) Verify that the cause of absence is not work-related.
- (C) The application is then forwarded to the Auditor's Office for review and verification that the employee has no time (of any nature) available to the credit of their account. The application is then forwarded to the Mayor's Office for approval or denial. If all eligibility requirements have been met and the application is approved, the application shall be returned to the Auditor's Office for disbursement proceedings. Transfer Participation Forms are to be distributed to all Department Heads and Area Stewards for leave donations. If any eligibility requirement is not met, the application is denied and returned to the applicant who shall be advised as to the reason for denial.

G. Disbursement of Donated Sick Leave: Upon receiving an approved application, the Auditor's Office shall credit the employee approved for the donation of sick time hours under this policy and disburse in the following manner:

- (A) Any time the employee has accrued shall be used first; and
- (B) Then on a rotating basis from employees that have signed up to donate; the first person submitting paperwork to donate shall be docked first, then the next person, and so on. Any donor employee's accumulated paid leave shall be reduced in eight (8) hour increments.

The transfer of benefits shall be calculated on a prorated basis to be determined by the rate of pay of the donor employee for the donee employee.

H. Recovery of Donated Sick Leave: In the event that an employee who has received benefits under this program are reimbursed in any manner for the lost work time covered by this benefit, the employee must reimburse the Employer for the pay that was received. The donor employee shall be credited with the hours donated.

I. Unex pended balance of donated Sick Leave: An employee receiving donated Sick Leave who returns to work may retain up to forty (40) hours of donated Sick Leave. Donated Sick Leave will not be eligible for cash conversion by the recipient.

SECTION 6 - VACATION

A. Accrual Amount for Full-Time Employees

All regular full-time employees shall be granted the following vacation leave with full pay each

year based upon their length of employment with the Employer, as follows:

1 to 4 years	= 10 days, 80 hours, or 2 weeks
5 to 9 years	= 15 days, 120 hours, or 3 weeks
10 to 14 years	= 20 days, 160 hours, or 4 weeks
15 to 19 years	= 25 days, 200 hours, or 5 weeks
20 and over	= 30 days, 240 hours, or 6 weeks

Vacation is not earned while an employee is in no-pay status (leave of absence, disciplinary suspensions, etc.).

In order to attract qualified candidates at the time of hiring, the Mayor shall have the authority to grant a newly hired full-time employee vacation credit. At the Mayor's discretion, the employee shall have a specific number of years credited to him/her and shall be placed on the vacation schedule above. The employee shall then progress forward accordingly on the vacation schedule with the credited time applied in the same manner as if it had accrued by term of service. Any vacation service credit shall be documented in writing and placed in the employee's personnel file by the City Auditor. The Mayor shall have said right notwithstanding Ordinance 2287-88 which generally prohibits granting of vacation credit for prior public service.

Any credit already given by the Mayor to any employee currently occupying one of the positions identified in Section 1 shall continue to be honored until said employee's separation from employment.

B. Eligibility

Vacation leave shall be taken within twelve (12) months after credited and shall expire at the end of that period if not used.

C. Scheduling of Vacation

During the first quarter of each calendar year, employees may be given an opportunity to indicate their vacation preference on a form provided by the Employer. As necessary, a written vacation schedule may be prepared by the Employer. Where two or more employees have requested the same vacation dates, and operational needs do not permit granting all of the requests, at the Employer's discretion vacation preference may be given to employees according to seniority. Any employee who fails to make his/her vacation application during the appropriate period, if any, will be given his/her vacation leave without regard to seniority-based upon when the application was made.

Employees shall be allowed to take their vacation in one (1) week increments, not to exceed two (2) consecutive weeks, unless an exception is approved by the Safety-Service Director in advance of the proposed vacation. Employees may take vacation in one (1) day segments,

providing the employee requests such time off at least forty-eight (48) hours in advance, and the Employer grants such request

D. Carryover of Vacation

In the event of an extraordinary circumstance where the employee cannot take vacation due to staffing limitations, the employee can carry over up to forty (40) hours of vacation to be used within six (6) months of the employee's anniversary date upon the discretion of the Mayor.

Under certain circumstances, the Mayor has the discretion to allow annual cash out of accrued and unused vacation time.

E. Payment Upon Separation

If an employee eligible to receive vacation is separated from employment voluntarily or involuntarily prior to taking his/her vacation, he/she shall receive any fully earned but unused vacation leave accrued under Section A above. If the employee is deceased, the payment shall be made pursuant to the provisions of Ohio Revised Code §2113.04

SECTION 7 - UNPAID LEAVES OF ABSENCE

A. Medical Leave of Absence

An employee who has completed his/her probationary period and who has exhausted all available leave balances shall be granted a leave of absence for a period not to exceed one hundred eighty (180) days because of personal illness or injury or on account of pregnancy upon the request of the employee with sufficient supporting medical evidence. The length of the leave granted will be based upon the Employer's review of the supporting medical evidence. Such leave shall be without pay or benefits except that health insurance shall be provided during leaves of one hundred eighty (180) days or less. Any leave granted under this Section may be extended at the discretion of the Mayor/Safety-Service Director.

B. Military Leave

See Ordinance Ord. 4032-2004.

SECTION 8 - INSURANCE PROGRAMS

The City shall provide medical, dental, and prescription Insurance Programs as determined by the Mayor or his designee to all full-time employees and non-full-time employees as otherwise required by law. All employees enrolled in the Insurance Programs shall contribute monthly toward the premium cost for said insurance at the rate established by the Mayor/designee. The applicable employee contribution for any Insurance Program will be determined by using the

actuarially calculated based COBRA rates if any. The employee contribution will be at the percentages defined above of those COBRA rate figures rounded to the nearest dollar. These figures may be adjusted based upon updates to the base COBRA rate. Employee contributions shall be withheld in equal or roughly equal monthly installments from the first two payrolls paid each month. Contributions withheld for each month will be for that month's enrollment (i.e., amounts withheld in January will be for January enrollment).

SECTION 9 - LIFE INSURANCE

All Department Heads, Supervisory Personnel and Confidential Employees designated by City ordinance shall be supplied life insurance in the amount equal to that which is provided to members of the AFSCME bargaining unit for life insurance pursuant to the terms of the collective bargaining agreement. Said life insurance shall be provided at no cost to the employee.

SECTION 10 - SCHOOL COST REIMBURSEMENT

An employee who takes an Employer approved college course, or work-related training course or seminar shall be reimbursed the actual costs of such training course, including the cost of course textbooks verifiable by receipt in an amount not to exceed \$5,250.00 per year. In order to be reimbursed, the employee must receive a grade of "C" or better, or the equivalent. The employee must obtain written approval of the Mayor or his designee in advance of enrollment to be reimbursed.

SECTION 11 - TRACKING OF LEAVE

The Auditor shall track all leave balances (accumulation and use of leave) in accordance with the rules established by the applicable sections above and/or any policies and procedures established by the Mayor/Safety-Service Director, including but not limited to the City of North Ridgeville Employee Handbook as amended from time to time by the Mayor.

SECTION 12 - PENSION PICK-UP

- A. The Employer's method of payment of salary and the provision of fringe benefits for all employees who are members of OPERS (referred to herein as "Covered Employees") shall be modified as follows, in order to provide for a salary reduction pick-up and, for certain Covered Employees, a fringe benefit pick-up of employee contributions to OPERS, in accordance with Code Section 414(h)(2) and the rulings thereunder.
- B. The total annual salary and salary per pay period for each Covered Employee shall be the salary otherwise payable per ordinance and applicable Employer policies. Such total annual salary and salary per pay period of each Covered Employee shall be payable by the Employer in two (2) parts: (1) deferred salary and (2) cash salary. A Covered Employee's deferred salary shall be equal to the percentage of his/her total annual salary or salary per

pay period which is required to be paid to OPERS as an employee contribution under OPERS; and such amount shall be paid by the Employer directly to OPERS on behalf of the said employee as a "salary reduction pick-up" of the OPERS employee contribution of said employee. A Covered Employee's cash salary shall be equal to his/her total annual salary or salary per pay period less the amount of the salary reduction pick-up for said employee and shall be payable to him, subject to applicable payroll deductions. Notwithstanding the preceding, as an additional fringe benefit of employment on behalf of Covered Employees the Employer shall pay directly to OPERS, as an employee contribution under OPERS, an amount equal to four (4%) percent of the salary of such employees in lieu of such amount being deducted from the total annual salary or salary per pay period of such employees and paid to OPERS as deferred salary pursuant to the salary reduction pick-up. The payment of the said amount in lieu of part of the salary reduction pick-up is hereinafter referred to as the "fringe benefit pick-up." The cash salary of Covered Employees entitled to the fringe benefit pick-up shall be the total annual salary or salary per pay period of such employees less the remaining salary reduction pick-up, subject to applicable payroll deductions.

- C. The salary reduction pick-up, but not the fringe benefit pick-up, shall be included in the Covered Employee's total annual salary for the purpose of computing daily rate of pay, for determining paid salary adjustments to be made due to absence, or for any similar purpose.
- D. The salary reduction pick-up and fringe benefit pick-up by the Employer of a Covered Employee's contributions to OPERS shall be mandatory for all Covered Employees. No Covered Employees shall have the option of choosing the pick-up amounts directly instead of having them paid by the Employer to OPERS.
- E. The Employer shall fulfill its income tax reporting and withholding responsibilities for each Covered Employee in such manner as is required by applicable federal, state, and local laws and regulations as they may exist at the time of such reporting and withholding, it being the Employer's understanding that the fringe benefit pick-up is not subject to any income or employment taxes; and that federal and Ohio income tax laws and regulations presently require it to report as an employee's gross income his/her total annual salary less the amount of the salary reduction pick-up (i.e., his/her cash salary) while applicable federal employment tax laws (i.e., the Medicare tax law) require it, and municipal income tax laws may require it to report as an employee's gross income his/her total annual salary including the amount of the salary reduction pick-up.
- F. The Employer shall take all acts necessary and appropriate to ensure the continued implementation of this resolution, including but not limited to, making applications to the Internal Revenue Service and the Board administering the OPERS program to determine the requirements of the Internal Revenue Service and such Board in connection with such pick-up plan. The Employer reserves the right to modify the terms of this pick-up to the extent it reasonably deems is necessary for obtaining the approval of OPERS and/or the

Internal Revenue Service.

- G. Pension pick-up as set forth above shall apply to the position of Mayor beginning the term following the adoption of this Ordinance.

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Introduced on the floor on 01-03-2022

ORDINANCE NO. 5891-2022

AN ORDINANCE AMENDING EXHIBITS “A” AND “B” OF DEPARTMENT HEAD ORDINANCE NO 5596-2018, AND SUBSEQUENT AMENDMENTS THERETO, BY CHANGING THE TITLE OF THE JOB POSITION “DIRECTOR OF ECONOMIC DEVELOPMENT” TO THE “DIRECTOR OF PLANNING AND ECONOMIC DEVELOPMENT”, AND DECLARING AN EMERGENCY.

WHEREAS, Exhibits “A” and “B” of Department Head Ordinance No. 5596-2018, which established compensation and benefits for Department Heads and certain discretionary employees, were amended by Ordinance No. 5682-2019 by including the job position of Director of Economic Development; and

WHEREAS, the Administration and City Council propose changing the title of the job position of Director of Economic Development to the Director of Planning and Economic Development.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH RIDGEVILLE, LORAIN COUNTY, OHIO, THAT:

SECTION 1. Exhibits “A” and “B” of Department Head Ordinance No. 5596-2018, and subsequent amendments thereto, are hereby amended by changing the title of the job position of Director of Economic Development to the Director of Planning and Economic Development.

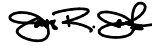
SECTION 2. All other sections, terms, and provisions of Department Head Ordinance No. 5596-2018, and subsequent amendments thereto, not specifically modified or affected by this amending Ordinance shall remain in full force and effect.

SECTION 3. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were conducted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in accordance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

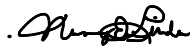
SECTION 4. This Ordinance is hereby declared to be an emergency measure, the emergency being in order to hire an individual that has been identified. Wherefore, this

Ordinance shall take effect and be in full force and effect immediately upon its passage and approval by the Mayor.

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MAYOR

EXHIBIT A

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Laboratory Manager	58,900.06	70,476.67	28.32	33.88
Superintendent of the Service Department	61,338.89	105,460.99	29.49	50.70
Director of the Department of Public Utilities	70,307.32	86,520.34	33.80	41.60
Clerk of Mayor's Court, CMC	42,834.66	76,919.10	20.59	36.98
Clerk of Mayor's Court	54,613.52	67,755.81	26.26	32.57
Assistant Clerk of Council, CMC	45,475.01	63,324.60	21.86	30.44
Assistant Clerk of Council	54,613.52	67,755.81	26.26	32.57
Director of the Department of Older Adult Services	46,958.84	72,904.03	22.58	35.05
Case Manager	44,562.87	55,231.82	21.42	26.55
ISD/Network Coordinator	61,360.71	86,411.24	29.50	41.54
Assistant Law Director/Prosecutor	82,585.03	98,598.99	39.70	47.40
Prosecutor	74,031.52	91,944.76	35.59	44.20
Human Resource Director	78,681.56	115,399.63	37.83	55.48
Income Tax Administrator	62,499.31	77,560.92	30.05	37.29
Office Administrator	51,735.75	64,269.20	24.87	30.90
Director of Planning and Economic Development	48,258.03	115,399.63	23.20	55.48

EXHIBIT "B"

Section 1 - Positions Covered

Mayor (as it applies to pension pick-up and insurance programs only)

Safety-Service Director

Engineer

Assistant Engineer

Civil Engineer I (EI)

Civil Engineer II (PE)

Auditor

Deputy Auditor

Treasurer

Chief Building Inspector

Asst. Chief Building Inspector

Parks & Recreation Director

Superintendent of the French Creek WWTP

Asst. Superintendent of the French Creek WWTP

Laboratory Manager

Superintendent of the Service Department

Director of the Department of Public Utilities

Clerk of Mayor's Court, CMC

Clerk of Mayor's Court

Assistant Clerk of Council, CMC

Assistant Clerk of Council

Director of the Department of Older Adult Services

Case Manager

ISD/Network Coordinator

Assistant Law Director/Prosecutor

Prosecutor

Human Resource Director

Inc Tax Administrator

Office Administrator

Director of Planning and Economic Development Director

SECTION 2 - NORMAL HOURS OF WORK

The normal work period shall generally be forty (40) hours of work over a seven (7) day period, starting at 12:01 a.m. Sunday to 12:00 p.m. midnight Saturday, but may be varied at the discretion of the Mayor and/or Safety-Service Director. Employees shall generally be scheduled for five (5) eight (8) hours workdays within the applicable seven (7) day period, which may be varied from time to time, at the discretion of the Mayor and/or Safety-Service Director. An employee's scheduled hours of work shall be exclusive of any lunch period which shall be unpaid. The general lunch period shall be thirty (30) or sixty (60) minutes as determined by the Mayor and/or Safety-Service Director.

Regular daily work hours shall be set by the Mayor and/or Safety-Service Director and may vary as determined by the Mayor and/or Safety-Service Director.

SECTION 3 - OVERTIME ELIGIBILITY

Each position listed above in Section I shall be designated as exempt or non-covered pursuant to the FLSA for overtime eligibility purposes.

Exempt and non-covered employees designated by the City shall not be eligible for overtime.

SECTION 4 - SICK LEAVE

A. Definition of Sick Leave

Sick leave shall be defined as an absence with pay necessitated by:

- A. Illness or injury to the employee;
- B. Disabilities due to pregnancy or delivery of child;
- C. For bonding with a newborn or adopted child of the employee for a period not to exceed two (2) weeks from the date of the child's birth;
- D. Exposure of the employee to contagious disease deemed communicable to other employees and determined to be a health and safety issue by the Mayor/designee;
- E. Illness or injury in the employee's immediate family.

B. Definition of Immediate Family

Where the use of sick leave is due to illness or injury to the employee's immediate family, "immediate family" shall be defined to include only the employee, employee's spouse,

employee's children, and employee's parents.

C. Accumulation of Sick Leave

Employees shall earn sick leave at the rate of four and six-tenths (4.6) hours for every eighty (80) hours worked in active pay status and shall accumulate such sick leave for future use to an unlimited amount. Hours worked or in active pay status in excess of eighty (80) during a pay period shall not be eligible for additional sick leave accrual. Employees shall not accrue sick leave as a result of any separation payout made pursuant to subsection D below.

D. Payment Upon Separation

Upon the occurrence of any of the following events, an employee who has completed ten (10) years of continued service with the Employer shall be entitled to a cash payment of the value of the herein defined amount of earned and unused sick leave hours:

- 1) Retirement of the employee;
- 2) Disability retirement of the employee'
- 3) Death of the employee; and
- 4) Separation from employment for any reason except termination for cause.

Any employee qualifying pursuant to the above provisions of this article shall be entitled to receive a cash payment equal to his/her hourly base rate of pay at that time of the occurrence of an above-listed event up to but not exceeding five hundred (500) hours of pay as certified by the City Auditor. If the qualifying employee is deceased, the payment shall be made pursuant to the provisions of the Ohio Revised Code 2113.04.

E. Reporting Off Work

An employee who is to be absent on sick leave shall notify the Mayor or his/her designee of such absence and the reason therefore at least one-half (1/2) hour after the start of his/her work shift each day he/she is absent, except in unusual circumstances or with permission of the Mayor /designee. Failure to properly report off work shall be cause for discipline.

F. Charging of Sick Leave

Sick leave may be used in segments of not less than one-half of one hour (30 minutes). The Auditor's office shall be responsible for tracking sick leave usage and balances.

G. Documentation Justifying Use of Sick Leave

Before an absence may be charged against accumulated sick leave, the Employer may require such proof of illness /injury of the employee, or of a qualifying family member of the employee,

as may be satisfactory to justify the use of sick leave, or may require the employee to be examined by a physician, paid for by the Employer and selected by the Mayor and/ or Safety-Service Director. In any event, an employee absent on sick leave must supply a written and signed statement on a form provided by the Employer attesting to his/her illness to be eligible for payment of sick leave. For an absence in excess of three (3) working days or for accumulated absences of five (5) or more days in a rolling sixty (60) day period the Employee shall be required to present a doctor's certificate at the employee's expense to justify the use, and payment of sick leave or receive approval from the Safety-Service Director.

If the employee fails to submit proof of illness/injury of the employee or a qualifying family member of the employee upon request, or in the event that upon such proof as is submitted or upon the report of medical examination, the Mayor and /or Safety-Service Director finds that there is no satisfactory evidence of illness/injury of the employee or of a qualifying relative of the employee sufficient to justify the employee's absence, such leave shall be considered unauthorized leave and may be without pay. Unauthorized absence without leave may subject the employee to discipline.

H. Return to Duty Medical Examination

The Safety-Service Director or his/her designee may require an employee who has been absent due to personal illness or injury, prior to and as a condition of his/her return to duty, to be examined by a physician designated by the Employer (at the Employer's expense) to establish that the employee is mentally and physically capable of performing the essential functions of his/her position and that his/her return to duty will not jeopardize the health and safety of the employee or other employees.

I. Fitness for Duty Medical Examination

If the Employer has a reasonable basis for believing that an employee is no longer mentally and/or physically capable of performing the essential functions of his/her position or poses a threat to himself or others, the Employer may order an examination by an appropriately qualified medical professional at the Employer's expense. Upon receipt of the medical professional's opinion on fitness for work which disqualifies the employee for return to work, the Employer and the employee will meet to discuss possible alternatives and/or accommodations.

J. Discipline

An employee must comply with all rules and regulations on sick leave in order to receive sick leave pay. Falsification of sick leave documents, or abuse of sick leave as determined by the Employer, is grounds for disciplinary action.

SECTION 5 - PAID SICK LEAVE DONATION

- A. Policy: It shall be the policy of the Employer that employees with accumulated Sick Leave may donate paid Sick Leave to a fellow employee who, in strictly serious or catastrophic cases, is in need of assistance and has exhausted all of their available leave/time.
- B. Purpose: The purpose of this program is to:
- (A) allow employees to voluntarily provide assistance to their co-workers who are in critical need of leave due to circumstances necessitating the use of Sick Leave as set forth in Section 4(A) above (Sick Leave);
 - (B) establish strict guidelines for the implementation of donation of paid Sick Leave time; and
 - (C) to protect the investment the Employer has made in an employee in an effort to retain that employee.
- C. Eligibility: Any full-time employee listed in Section 1 above is eligible, after one year of service, to apply for the benefit of this policy. The employee must apply through the Mayor or Safety-Service Director. ALL of the following must apply to the circumstances of the recipient employee:
- (A) the employee is not eligible for Worker's Compensation benefits;
 - (B) the employee has not been disciplined at any level for patterned use of sick leave within the previous three (3) years;
 - (C) the employee has exhausted all accrued time available to him/her including sick time, personal time, comp time, vacation time, merit time or holiday (or birthday time), and
 - (D) the employee can, if requested, provide documentation through medical records that there is a bona fide medical reason for his/her inability to work.
- D. Duration: The maximum length of time that an employee may receive benefits under this program is eight (8) pay periods.
- E. Participation of Donor Employee:
- (A) Any full-time employee is eligible after one (1) year of service and may choose to participate in the sick leave donation program.
 - (B) An employee must have and maintain a minimum of eight weeks (320 hours) of accumulated Sick Leave to be eligible to participate as donor.
 - (C) An employee who is donating paid leave may donate up to forty (40) hours of sick leave per donee per incident, in increments no less than eight (8) hours. An employee may donate to an eligible recipient employee repeatedly.
- F. Application Review: Upon receiving an application for sick leave donation, the Mayor or

Safety Service Director shall review the application and:

- (A) Evaluate whether there has or has not been any documented disciplinary action at any level for the patterned use of sick leave or abuse of sick leave within the previous three (3) years by the donor employee in their department; and
- (B) Verify that the cause of absence is not work-related.
- (C) The application is then forwarded to the Auditor's Office for review and verification that the employee has no time (of any nature) available to the credit of their account. The application is then forwarded to the Mayor's Office for approval or denial. If all eligibility requirements have been met and the application is approved, the application shall be returned to the Auditor's Office for disbursement proceedings. Transfer Participation Forms are to be distributed to all Department Heads and Area Stewards for leave donations. If any eligibility requirement is not met, the application is denied and returned to the applicant who shall be advised as to the reason for denial.

G. Disbursement of Donated Sick Leave: Upon receiving an approved application, the Auditor's Office shall credit the employee approved for the donation of sick time hours under this policy and disburse in the following manner:

- (A) Any time the employee has accrued shall be used first; and
- (B) Then on a rotating basis from employees that have signed up to donate; the first person submitting paperwork to donate shall be docked first, then the next person, and so on. Any donor employee's accumulated paid leave shall be reduced in eight (8) hour increments.

The transfer of benefits shall be calculated on a prorated basis to be determined by the rate of pay of the donor employee for the donee employee.

H. Recovery of Donated Sick Leave: In the event that an employee who has received benefits under this program is reimbursed in any manner for the lost work time covered by this benefit, the employee must reimburse the Employer for the pay that was received. The donor employee shall be credited with the hours donated.

I. Unex pended balance of donated Sick Leave: An employee receiving donated Sick Leave who returns to work may retain up to forty (40) hours of donated Sick Leave. Donated Sick Leave will not be eligible for cash conversion by the recipient.

SECTION 6 - VACATION

A. Accrual Amount for Full-Time Employees

All regular full-time employees shall be granted the following vacation leave with full pay each

year based upon their length of employment with the Employer, as follows:

1 to 4 years	= 10 days, 80 hours, or 2 weeks
5 to 9 years	= 15 days, 120 hours, or 3 weeks
10 to 14 years	= 20 days, 160 hours, or 4 weeks
15 to 19 years	= 25 days, 200 hours, or 5 weeks
20 and over	= 30 days, 240 hours, or 6 weeks

Vacation is not earned while an employee is in no-pay status (leave of absence, disciplinary suspensions, etc.).

In order to attract qualified candidates at the time of hiring, the Mayor shall have the authority to grant a newly hired full-time employee vacation credit. At the Mayor's discretion, the employee shall have a specific number of years credited to him/her and shall be placed on the vacation schedule above. The employee shall then progress forward accordingly on the vacation schedule with the credited time applied in the same manner as if it had accrued by term of service. Any vacation service credit shall be documented in writing and placed in the employee's personnel file by the City Auditor. The Mayor shall have said right notwithstanding Ordinance 2287-88 which generally prohibits granting of vacation credit for prior public service.

Any credit already given by the Mayor to any employee currently occupying one of the positions identified in Section 1 shall continue to be honored until said employee's separation from employment.

B. Eligibility

Vacation leave shall be taken within twelve (12) months after credited and shall expire at the end of that period if not used.

C. Scheduling of Vacation

During the first quarter of each calendar year, employees may be given an opportunity to indicate their vacation preference on a form provided by the Employer. As necessary, a written vacation schedule may be prepared by the Employer. Where two or more employees have requested the same vacation dates, and operational needs do not permit granting all of the requests, at the Employer's discretion vacation preference may be given to employees according to seniority. Any employee who fails to make his/her vacation application during the appropriate period, if any, will be given his/her vacation leave without regard to seniority-based upon when the application was made.

Employees shall be allowed to take their vacation in one (1) week increments, not to exceed two (2) consecutive weeks, unless an exception is approved by the Safety-Service Director in advance of the proposed vacation. Employees may take vacation in one (1) day segments,

providing the employee requests such time off at least forty-eight (48) hours in advance, and the Employer grants such request

D. Carryover of Vacation

In the event of an extraordinary circumstance where the employee cannot take vacation due to staffing limitations, the employee can carry over up to forty (40) hours of vacation to be used within six (6) months of the employee's anniversary date upon the discretion of the Mayor.

Under certain circumstances, the Mayor has the discretion to allow annual cash out of accrued and unused vacation time.

E. Payment Upon Separation

If an employee eligible to receive vacation is separated from employment voluntarily or involuntarily prior to taking his/her vacation, he/she shall receive any fully earned but unused vacation leave accrued under Section A above. If the employee is deceased, the payment shall be made pursuant to the provisions of Ohio Revised Code §2113.04

SECTION 7 - UNPAID LEAVES OF ABSENCE

A. Medical Leave of Absence

An employee who has completed his/her probationary period and who has exhausted all available leave balances shall be granted a leave of absence for a period not to exceed one hundred eighty (180) days because of personal illness or injury or on account of pregnancy upon the request of the employee with sufficient supporting medical evidence. The length of the leave granted will be based upon the Employer's review of the supporting medical evidence. Such leave shall be without pay or benefits except that health insurance shall be provided during leaves of one hundred eighty (180) days or less. Any leave granted under this Section may be extended at the discretion of the Mayor/Safety-Service Director.

B. Military Leave

See Ordinance Ord. 4032-2004.

SECTION 8 - INSURANCE PROGRAMS

The City shall provide medical, dental, and prescription Insurance Programs as determined by the Mayor or his designee to all full-time employees and non-full-time employees as otherwise required by law. All employees enrolled in the Insurance Programs shall contribute monthly toward the premium cost for said insurance at the rate established by the Mayor/designee. The applicable employee contribution for any Insurance Program will be determined by using the

actuarially calculated based COBRA rates if any. The employee contribution will be at the percentages defined above of those COBRA rate figures rounded to the nearest dollar. These figures may be adjusted based upon updates to the base COBRA rate. Employee contributions shall be withheld in equal or roughly equal monthly installments from the first two payrolls paid each month. Contributions withheld for each month will be for that month's enrollment (i.e., amounts withheld in January will be for January enrollment).

SECTION 9 - LIFE INSURANCE

All Department Heads, Supervisory Personnel and Confidential Employees designated by City ordinance shall be supplied life insurance in the amount equal to that which is provided to members of the AFSCME bargaining unit for life insurance pursuant to the terms of the collective bargaining agreement. Said life insurance shall be provided at no cost to the employee.

SECTION 10 - SCHOOL COST REIMBURSEMENT

An employee who takes an Employer approved college course, or work-related training course, or seminar, shall be reimbursed the actual costs of such training course, including the cost of course textbooks verifiable by receipt in an amount not to exceed \$5,250.00 per year. In order to be reimbursed, the employee must receive a grade of "C" or better, or the equivalent. The employee must obtain written approval of the Mayor or his designee in advance of enrollment to be reimbursed.

SECTION 11 - TRACKING OF LEAVE

The Auditor shall track all leave balances (accumulation and use of leave) in accordance with the rules established by the applicable sections above and/or any policies and procedures established by the Mayor/Safety-Service Director, including but not limited to the City of North Ridgeville Employee Handbook as amended from time to time by the Mayor.

SECTION 12 - PENSION PICK-UP

- A. The Employer's method of payment of salary and the provision of fringe benefits for all employees who are members of OPERS (referred to herein as "Covered Employees") shall be modified as follows, in order to provide for a salary reduction pick-up and, for certain Covered Employees, a fringe benefit pick-up of employee contributions to OPERS, in accordance with Code Section 414(h)(2) and the rulings thereunder.
- B. The total annual salary and salary per pay period for each Covered Employee shall be the salary otherwise payable per ordinance and applicable Employer policies. Such total annual salary and salary per pay period of each Covered Employee shall be payable by the Employer in two (2) parts: (1) deferred salary and (2) cash salary. A Covered Employee's deferred salary shall be equal to the percentage of his/her total annual salary or salary per

pay period which is required to be paid to OPERS as an employee contribution under OPERS; and such amount shall be paid by the Employer directly to OPERS on behalf of the said employee as a "salary reduction pick-up" of the OPERS employee contribution of said employee. A Covered Employee's cash salary shall be equal to his/her total annual salary or salary per pay period less the amount of the salary reduction pick-up for said employee and shall be payable to him, subject to applicable payroll deductions. Notwithstanding the preceding, as an additional fringe benefit of employment on behalf of Covered Employees the Employer shall pay directly to OPERS, as an employee contribution under OPERS, an amount equal to four (4%) percent of the salary of such employees in lieu of such amount being deducted from the total annual salary or salary per pay period of such employees and paid to OPERS as deferred salary pursuant to the salary reduction pick-up. The payment of the said amount in lieu of part of the salary reduction pick-up is hereinafter referred to as the "fringe benefit pick-up." The cash salary of Covered Employees entitled to the fringe benefit pick-up shall be the total annual salary or salary per pay period of such employees less the remaining salary reduction pick-up, subject to applicable payroll deductions.

- C. The salary reduction pick-up, but not the fringe benefit pick-up, shall be included in the Covered Employee's total annual salary for the purpose of computing daily rate of pay, for determining paid salary adjustments to be made due to absence, or for any similar purpose.
- D. The salary reduction pick-up and fringe benefit pick-up by the Employer of a Covered Employee's contributions to OPERS shall be mandatory for all Covered Employees. No Covered Employees shall have the option of choosing the pick-up amounts directly instead of having them paid by the Employer to OPERS.
- E. The Employer shall fulfill its income tax reporting and withholding responsibilities for each Covered Employee in such manner as is required by applicable federal, state, and local laws and regulations as they may exist at the time of such reporting and withholding, it being the Employer's understanding that the fringe benefit pick-up is not subject to any income or employment taxes; and that federal and Ohio income tax laws and regulations presently require it to report as an employee's gross income his/her total annual salary less the amount of the salary reduction pick-up (i.e., his/her cash salary) while applicable federal employment tax laws (i.e., the Medicare tax law) require it, and municipal income tax laws may require it to report as an employee's gross income his/her total annual salary including the amount of the salary reduction pick-up.
- F. The Employer shall take all acts necessary and appropriate to ensure the continued implementation of this resolution, including but not limited to, making applications to the Internal Revenue Service and the Board administering the OPERS program to determine the requirements of the Internal Revenue Service and such Board in connection with such pick-up plan. The Employer reserves the right to modify the terms of this pick-up to the extent it reasonably deems is necessary for obtaining the approval of OPERS and/or the

Internal Revenue Service.

- G. Pension pick-up as set forth above shall apply to the position of Mayor beginning the term following the adoption of this Ordinance.

DATE:	<u>December 6, 2021</u>	1 ST READING:	<u>December 6, 2021</u>
INTRODUCED BY:	<u>Mayor Corcoran</u>	2 ND READING:	<u>December 20, 2021</u>
REFERRED BY:	<u></u>	3 RD READING:	<u>January 3, 2022</u>
TEMPORARY NO:	<u>T 156-2021</u>	ADOPTED:	<u>January 3, 2022</u>

Introduced on the Floor on 12/6/2021

ORDINANCE NO. 5892-2022

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE
CITY OF NORTH RIDGEVILLE TO ENTER INTO AN
AGREEMENT FOR PROFESSIONAL DESIGN SERVICES FOR
THE NEW POLICE STATION PROJECT, NOT TO EXCEED
\$850,000.00.**

WHEREAS, the voters recently approved a Police levy for the design and construction of a new police station; and

WHEREAS, the City must contract for architectural services for the design phase of the Project; and

WHEREAS, the architectural services for the Project will be paid out of bond proceeds from the Police Construction Fund.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH RIDGEVILLE, LORAIN COUNTY, OHIO, THAT:

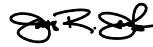
SECTION 1. The Mayor is hereby authorized to enter into a contract for professional design services for the new Police Station Project, in substantially the same form as the Agreement attached hereto and marked as Exhibit "A", in an amount not to exceed \$850,000.00.

SECTION 2. The cost of said professional service shall be charged to and paid from the appropriate City fund.

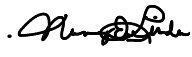
SECTION 3. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were conducted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in accordance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 4. This Ordinance shall take effect and be in full force from and after the earliest period allowed by law.

PASSED: January 3, 2022



PRESIDENT OF COUNCIL

ATTEST : 

CLERK OF COUNCIL

APPROVED: Jan 5, 2022



MAYOR



ARCHITECTURAL VISION GROUP, LTD.
DREAM VISUALIZE REALIZE

EXHIBIT A

November 19, 2021

Chief Michael Freeman, Police Chief
North Ridgeville Police Department
7307 Avon Belden Road
North Ridgeville, Ohio 44039

RE: Proposal for the New North Ridgeville Police Station

Dear Chief Freeman,

On behalf of Architectural Vision Group (AVG) we would like to thank you and the City of North Ridgeville for this opportunity to provide design services for the New Police Station project. We are very excited to start on the Design phase of this project. The following proposal outlines the proposed scope of work for the Architectural and Engineering design services for the New North Ridgeville Police Station.

A brief scope of the work is outlined below.

A) Scope of Design & Construction Phase Services

AVG will provide all architectural, structural, mechanical, electrical, plumbing, fire protection, civil, technology, landscaping, security, and sound system design services. This would also include construction administration and project close-out. Following is the breakdown of the different phases of design services,

1. Program of Requirement (POR):

We will develop a program of requirement for the proposed project in conjunction with input from all the relevant City departments and North Ridgeville Police Department (NRPD). The POR may go through several revisions based on the input from all the stake holders involved. Once the NRPD approves the POR, the design team will start working on the schematic design.

2. Schematic Design Phase:

We will prepare a preliminary schematic design to implement the NRPD's program and vision, and meeting the requirements of the Ohio Department of Rehabilitation and Correction (DRC) for the jail facility. The schematic design will include site design, building plans, elevations, sections and renderings as needed. This would also include preliminary structural, mechanical, electrical, plumbing and civil drawings.

The schematic design will be reviewed by the NRPD, the City of North Ridgeville and the DRC for their review and approval. AVG will work with the Construction Manager at Risk (CMR) to review the schematic design and cost estimate.

3. Design Development:

Once the schematic design is approved by the Police Department/State, we will start working on the design development documents. In this phase, more detailed information is presented to the NRPD and the team for their input and review. This phase will have more information on heating, ventilating, air conditioning, acoustical design, lighting, structure, electrical, technology/security, civil design and landscaping.

Fixed equipment and movable furniture are shown along with proposed interior finishes. AVG will work with the CMR to further develop the cost estimate. Once completed, the drawings will be sent to the DRC for their review and approval. At the same time the NRPD /City will also be reviewing the design development drawings. Any comments from either entity will be incorporated in the construction documents.

4. Construction Documents:

Upon approval of the design development documents by the Police Department and the State, AVG will develop construction documents for the project. These documents will consist of architectural, civil, acoustical design, lighting, structural, mechanical, plumbing, electrical, technology/security, and landscaping drawings and specifications. These documents will be developed in detail for the construction of the project by the CMR, prior to submitting for the construction these documents will be reviewed by the DRC, the NRPD and the City for their final review and comments. The construction documents will consist of plans, sections, details, schedules and specifications as necessary to acquire a building permit and to solicit construction bids by the CMR

5. Bidding Phase or GMP:

AVG will assist the North Ridgeville Police Department and the City in the Guaranteed Maximum Price (GMP) process and we will work with the team to secure a GMP within the project budget.

6. Construction Administration:

During the construction phase, AVG and our team will provide construction administration services which will include the review of the shop drawing submittals, respond to all contractor RFI's, observe construction for compliance with construction documents and building codes and attend construction meetings every week during the construction period. AVG will review and approve change orders as agreed to by all parties. We will review, and comment on the contractor's pay applications. At the completion of construction, AVG will provide a punchlist inspection and monitor completion of the same. AVG will assist the NRPD/City in the project closeout phase for completion of the project.

B) Total Compensation for the Project:

We propose a basic fee of 7.5% of the total construction cost of the project.

(a) Total Construction Cost (including 10% Owner's construction contingency)	\$11,224,472.00
(b) *Non-Construction Soft Cost = 11% of \$11,224,472.00 (Total of Total Construction Cost) Exhibit "B"	<u>\$ 1,234,692.00</u>
Total Project Cost = (a+b) \$11,224,472.00 + \$1,234,692.00 =	\$12,459,164.00

AVG Fee @ 7.5% of construction cost (item a) \$11,224,472.00 x .075 = **\$ 841,835.00**

*Non-Construction Soft Cost: Land survey, soil borings, Phase I Environmental report, agency approval fees, construction testing, printing, advertisement for bids, Builder's Risk Insurance, bond fees, design professional fees

C) Reimbursable Expenses:

- 1) Fees paid for securing approval of authorities having jurisdiction of the project.
- 2) Printing, reproductions, plots, standard form documents for distribution to bidders.
- 3) Postage and delivery, FedEx, UPS, etc.
- 4) Models, professional photography, printing and mounting of presentation for

- Owner's use
- 5) Professional liability insurance dedicated exclusively to this project, or expense of additional Insurance coverage or limits. (If required by Owner)
 - 6) Site Land Surveying
 - 7) Geotechnical Services

Note: All reimbursable expenses will be billed on a mark-up of 1.0 times of costs incurred. Reimbursables at this time is estimated in the amount of \$50,000.00. This amount will be adjusted up or down based on the reimbursable expenditures.

D) Owner Responsibility:

The following services are not included in our fee and are the responsibility of the owner.

- 1) Third party review fees for storm shelter per ICC.
- 2) Traffic study (not needed).
- 3) Construction testing.
- 4) Building commissioning services (if needed).
- 5) Environmental consultant (if needed).
- 6) Phase I (completed).
- 7) Wetland consultant (not needed).

Our firm is committed to working closely with you. After your review and approval, we would be glad to finalize our agreement with AIA Document B101-2017 Standard Form of Agreement between Owner and Architect, a blank copy is attached for your review. We look forward to getting started on this exciting project.

Very truly yours,
Architectural Vision Group, Ltd.



Andrejs Smiltars, Vice President

Attachments:
Exhibit "B"
Sample of AIA Document B101-2017 Standard Form of Agreement Between Owner and Architect