ORDINANCE NO. 72-04

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, OHIO TO ENTER INTO AND EXECUTE AN AGREEMENT BETWEEN THE CITY OF JACKSON, OHIO, AND THOMAS WOLTZ, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Jackson, Ohio has previously created an Information Technology Director to maintain and upkeep the City's Information Technology structure; and

WHEREAS, Thomas Woltz has been serving as the City's Information Technology Director, and Mr. Woltz has the qualifications and experience to fill the positions of Information Technology Director; and

WHEREAS, the City desires to employ Thomas Woltz to serve in the position of Information Technology Director.
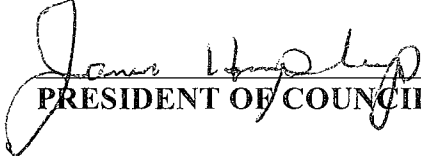
NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JACKSON, STATE OF OHIO, as follows:

Section One.　　　The Mayor of the City of Jackson is hereby authorized and directed to execute on behalf of the City of Jackson, Ohio, the agreement between the City and Thomas Woltz. A copy of the Agreement is attached hereto as Exhibit "A" and is incorporated herein by reference.

Section Two.　　　This Ordinance shall take effect at the earliest time permitted by law.

Section Three..   This Council finds and determines that all formal actions of this Council 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 that resulted in those formal actions were in meetings open to the public, all in compliance with the law.

Date: _May 22, 2006_

_____
PRESIDENT OF COUNCIL

_____
CLERK OF COUNCIL

Approved:

Date: _5/24/06_

_____
MAYOR

EXHIBIT "A"

AGREEMENT

This Agreement is entered into as of this 1st day of July 2006, by and between the City of Jackson, Ohio, an Ohio municipal corporation, together with its successors and assigns, hereinafter referred to as "the City," and Harley Thomas Woltz, an individual, hereinafter referred to as "Woltz."

WHEREAS, the City desires to employ Woltz, and Woltz desires to perform services for the City as described in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth below, the City and Woltz hereby agree as follows:

1.   The City shall employ Woltz as the City's Information Technology (IT) Director, and Woltz agrees to undertake this employment. Woltz's duties shall be those normally undertaken by an IT Director of a municipality and shall include those duties as assigned by the Mayor or his designee.

2.   The City shall compensate Woltz at the base rate of $21.97 payable in 26 equal amounts ($45,697.60 / yr) and payable on every other Wednesday. Woltz will work a "Flex Schedule" and will be eligible for overtime compensation in an amount equal to one and 1 1/2 times his regular hourly rate for all hours worked over forty (40) hours in any one work week. Compensatory time off at a rate of 1 1/2 times the hours worked may be taken in lieu of overtime. Normal working hours will be 7:30am to 4:00pm, with one (1) hour for lunch with ½ hour being paid by the City. The City and Woltz agree that overtime will be only be assigned, or worked, in emergency situations, or situations that are imperative to efficient operations, as determined by the Mayor or his designee.

3.   Woltz shall be eligible for the benefits listed in Section 6.00 of the city's Current Personnel Policies and Procedures Manual (the "Manual") In addition, Woltz shall be eligible for the same health and life insurance offered to other city employees, or if he opts to not receive this benefit, payment equal to four thousand dollars ($4000.00) payable on the first pay of December.

4.   On the first pay period in July each year, Woltz's rate of pay shall be increased by 3.5%.

5.   The initial term of Woltz's employment shall continue until July 1st, 2010,and notwithstanding any other provisions of this agreement to the contrary, shall automatically renew for successive four (4) year period unless the Mayor or President of City Council, with a vote of majority of city council members, gives Woltz written notice of at least one hundred eighty (180) days prior to the expiration, of intent not to renew the agreement.

6. Notwithstanding any provision in this agreement to the contrary, if the Mayor of the City has reason to believe that Woltz has been guilty of neglect of duty or any other acts of misfeasance, malfeasance or nonfeasance in the performance of his duties, the Mayor shall make a determination of appropriate action in accordance with the City's policies and procedures manual.

7. No amendments to this agreement shall be effective unless contained in a written document signed by both parties hereto after approval by a majority of city council

8. Neither party may assign any right or obligation under this Agreement without the prior, written consent of the other party.

IN WITNESS WHEREOF, the parties have duly executed this Agreement to be effective on the date first written above.

Witnessed:

CITY OF JACKSON, OHIO

_____

_____
Shane Goodman, Mayor

_____

Witnessed:

_____

_____
Harley Thomas Woltz

_____

Information Technology Director

1) System Analyst:
A) Maintain computer infrastructure (networking) to allow City wide communications for all Departments.3
B) Make recommendations to administration, for Hardware and software standards throughout the City to ensure City wide communications.
C) Trouble Shoot / Repair / Maintain PCS and Fileservers.
D) Maintain City's website while implementing forms, ACH and/or credit card payments for the Utilities Department.
E) Maintain Internet and Email accounts.
F) Maintain Computer / Networking Security.
G) Perform scheduled computer training throughout the City to ensure all employees have the proper knowledge to perform day-to-day operations.
H) Perform Database Administration and Software Development as necessary.
I) Work with consultants and contractors as necessary.
J) Maintain Inventory of all computer equipment.
K) Administer and maintain phone system.
L) All other duties assigned by the Mayor or his designee

2) Utilities Department & Other
A) Design, Analyze, Debug, and Implement the Programmable Logic Controller (PLC) software(s).
B) Setup and maintain remote administration / monitoring software for the Utilities Department.
C) Administer & Maintain SCADA and Traffic Signal systems.
D) All other duties as assigned to support administration & Operations.

3) GIS Coordinator:
A) Implement an inventory plan for the Utilities, Police, Street and other Departments as necessary.
B) Perform analysis of Department datasets in conjunction with the County wide GIS.
C) Capture datasets with the use of GPS equipment, COGOing, and heads up digitizing.
D) Maintain a web presence of GIS Data with Utility information, Construction Areas, Projects etc.

4) Audio Visual
A) Maintain Channel 24 public announcements.
B) Maintain Channel 24 equipment.

From:	Shane Goodman [sgoodman@magicohio.com]
Sent:	Wednesday, April 05, 2006 1:51 PM
To:	'John L. "Jack" Detty'
Cc:	twoltz@jacksonohio.us
Subject:	Emailing: IT Director Agreement Modified

IT Director
greement Modified.

Jack -

Attached is the proposed agreement with Tom Woltz. I think this one says it starts July 1, but I'm thinking his old one ended July 6th, or something like that. We probably need to change the date on this one, or add something that does away with the old one when this one goes into effect.

I've received no input from council since I presented it at the last meeting, so I can only assume there are no objections. Pease prepare an ordinance for Monday's meeting. Thanks.

Shane

Tom -

Please review and make sure this is the most recent version of the agreement.

Thanks.

Shane

WOLTZ CONTRACT AMENDMENTS

In Article "2", delete the portion regarding overtime and comp time following 'Woltz will work a "Flex Schedule",' and the final sentence of "2".

Article "4" shall be replaced by "Woltz will receive a three percent increase from his current pay scale at the beginning of the contract".

Article "5" shall be replaced by "The contract begin on July 1, 2006 and continue to February 29, 2008. The contract will terminate on that date.