

Ways and Means Committee  
Ann Gildow, Chair

ORDINANCE NO. 19-121

INTRODUCED BY COUNCIL  
AUTHORIZING THE PROPER CITY OFFICIAL TO PROVIDE FUNDS FOR A  
HUMANE OFFICER

WHEREAS, Section 1717.06 of the Ohio Revised Code (ORC) authorizes a county humane society to appoint an agent for the purpose of prosecuting any person guilty of an act of cruelty to animals, and the Muskingum County Humane Society has appointed an agent pursuant to the ORC; and

WHEREAS, Section 1717.07 of the ORC authorizes the legislative authority of a municipal corporation to set the monthly salary as it deems just and reasonable for said agent; and

WHEREAS, The attached Memorandum of Understanding (Exhibit A) defines the terms and conditions of the Humane Officer's responsibilities to the City, and the City's responsibility to the Humane Society.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Zanesville, Ohio, that:

SECTION ONE: The proper city official is hereby authorized to execute the attached Memorandum of Understanding (Exhibit A) with the Humane Society.

SECTION TWO: The proper city official is hereby authorized to pay \$1,200.00 per Quarter, or \$4,800.000 annually to the Muskingum County Humane Society for the salary of the appointed Humane Officer.

SECTION THREE: Pursuant to 1717.07 of the ORC funds shall be paid from the general revenues of the City from line item 101-7863-53299.

SECTION FOUR: This ordinance shall take effect and be in force from and after the earliest period allowed by law.

PASSED \_\_\_\_\_, 2019

ATTEST: \_\_\_\_\_  
Susan Culbertson  
Clerk Of Council

\_\_\_\_\_  
Daniel M. Vincent  
President Of Council

APPROVED: \_\_\_\_\_, 2019

\_\_\_\_\_  
Jeff Tilton  
Mayor

This legislation approved as to form:

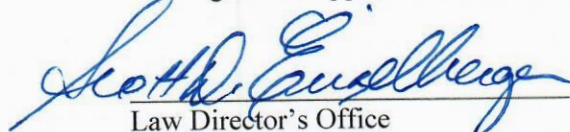
  
\_\_\_\_\_  
Law Director's Office

Exhibit A

**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (hereinafter “MOU”) is entered into as of the date last signed by the parties hereto by and between City of Zanesville (hereinafter “the City”), a body corporate and politic of the State of Ohio, and the Muskingum County Humane Society (hereinafter “MCHS”), an Ohio corporation not-for-profit that is a county humane society organized under Ohio Revised Code Section 1717.05.

**WITNESSETH:**

WHEREAS, the parties hereto mutually recognize the importance of investigating and prosecuting any person guilty of an act of cruelty to animals; and,

WHEREAS, one of the objects of MCHS is the inculcation of humane principles and the enforcement of the laws for the prevention of cruelty to animals; and,

WHEREAS, MCHS is authorized to appoint agents for the purpose of prosecuting any person guilty of an act of cruelty to animals; and,

WHEREAS, MCHS has entered into an agreement for an individual to perform the duties of a humane agent pursuant to Ohio Revised Code Section 1717.06; and,

WHEREAS, MCHS has appointed a humane agent and the Muskingum County Probate Court has approved that appointment; and, MCHS desires to assume the responsibility for enforcing the animal cruelty laws and for prosecuting the violators thereof; and,

WHEREAS, the City supports the endeavors of MCHS to enforce the animal cruelty laws; and,

Exhibit A

WHEREAS, Ohio Revised Code Section 1717.07 provides that the City shall be responsible for the reasonable salary of one humane agent in an amount not less than twenty-five dollars per month; and,

WHEREAS, the City and MCHS have agreed that MCHS will continue the work of enforcing the animal cruelty laws and that the City will be responsible for the payment of a portion of a reasonable salary, divided between Muskingum County and the City, for the work performed by one humane agent.

NOW, THEREFORE, in consideration of the foregoing, and the requirements of the Ohio Revised Code, the City and MCHS do hereby agree to the following:

**I. ENFORCEMENT OF OHIO'S ANIMAL CRUELTY LAWS**

1. MCHS shall be responsible for contracting with an individual to serve as a humane agent for the purpose of enforcing the animal cruelty laws.
2. MCHS shall provide a copy of any such contract for humane agent services to the City; and, MCHS shall notify the City prior to entering into any such contract.
3. Any humane agent with whom MCHS contracts shall maintain accurate records (including case reports and statistical compilations) of all calls, reports of animal cruelty, investigations, prosecutions, and the care and disposition of any animals seized by the humane agent.
4. The humane agent with whom MCHS contracts shall meet with the City during their last regular meeting during the months of May, and September to update the City about the enforcement activities of the preceding months.

Exhibit A

**II. PAYMENT PROVISIONS**

5. The City, pursuant to Ohio Revised Code Section 1717.07, shall pay to MCHS, a maximum of Four Thousand Eight Hundred Dollars (\$4,800.00) annually, for humane agent services, commencing January 1, 2020 through December 31, 2020.

6. The City and MCHS understand and agree that any individual with whom MCHS contracts to serve as a humane agent shall not be an employee or agent of the City.

7. The City shall encumber funds annually for the services provided herein. MCHS shall invoice the City quarterly and within seven calendar days after the last day of March, June, September, and December, in which the service of the humane agent has been provided. Invoices shall include date(s) and description of services.

**III. DURATION**

8. The term of this agreement shall be for a period of one (1) year commencing on January 1, 2020 and ending on December 31, 2020.

9. Should either party wish to terminate this agreement, that party will provide written notice of not less than thirty (30) days prior to the date of termination to the other party.

**IV. NOTICES**

10. The parties hereto agree that any notices concerning this Memorandum of Understanding shall be in writing and shall be effective on the earlier of when actually served or within three days of posting by mail to the following:

The City of Zanesville  
Attn: David J. Tarbert, City Law Director  
401 Market Street, Room 209  
Zanesville, Ohio 43701

Exhibit A

Muskingum County Humane Society  
Attn: Board President  
PO Box 283  
Duncan Falls, Ohio 43734-0283

**V. MISCELLANEOUS**

11. GOVERNING LAW – The laws of the State of Ohio shall govern this agreement and any performance hereunder; and, venue shall be in Muskingum County.
12. AMENDMENTS – Any amendments hereto shall be in writing with the mutual consent of the parties hereto.
13. PREVIOUS AGREEMENTS - On the date of execution, this writing constitutes the entire agreement between the parties with respect to all matters herein. There are no promises, terms, conditions, or obligations other than those contained within this agreement. This Memorandum of Understanding shall supersede any previous communications, representations, contracts, or memorandums of understanding, either written or oral, between the parties and specifically replaces any and all previously executed Memorandum of Understanding entered into between the parties.
14. SEVERABILITY – If any provision of this Memorandum of Understanding shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall not be affected thereby and the remaining provisions shall continue to be valid and enforceable to the fullest extent permitted by law.
15. COPIES – This Memorandum of Understanding shall be executed in duplicate with an original to be retained by each of the parties hereto.

Exhibit A

IN WITNESS WHEREOF, the parties hereto have signed this Memorandum of Understanding on the dates provided below.

CITY OF ZANESVILLE

Dated: \_\_\_\_\_

by \_\_\_\_\_  
Mayor Jeff Tilton

MUSKINGUM COUNTY HUMANE SOCIETY, an Ohio corporation not-for-profit that is a county humane society organized under Ohio Revised Code Section 1717.05

Dated: \_\_\_\_\_

by \_\_\_\_\_

its \_\_\_\_\_

APPROVED AS TO FORM:  
DAVID J. TARBERT  
CITY OF ZANESVILLE LAW DIRECTOR

By: \_\_\_\_\_  
David J. Tarbert, City Law Director

Ways and Means Committee  
Ann Gildow, Chair

ORDINANCE NO. 19-122  
INTRODUCED BY COUNCIL

AUTHORIZING THE PROPER CITY OFFICIAL TO PURCHASE ITEMS  
FOR EMPLOYEE RECOGNITION

WHEREAS, City Administration and City Council recognizes its work force is a valuable resource, and the employees of the City deserve recognition for their years of dedication as public servants; and

WHEREAS, during the year 2020 forty (40) employees are expected to hit landmark anniversaries of 5, 10, 15, 20, 25, 30, 40, 45, and 60 years of service; and

WHEREAS, during the year 2020 the City may have employees retire from their career with the City; and

WHEREAS, the Administration and Council feel it is important to recognize those employees for their years of service and dedication.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Zanesville, Ohio, that:

SECTION ONE: The proper city official is authorized to expend an amount not to exceed \$1,500.00 on employee recognition items during the year 2020; said funds will be paid from line item 101-7661-53399.

SECTION TWO: This ordinance shall take effect and be in force from and after the earliest period allowed by law.

PASSED \_\_\_\_\_, 2019

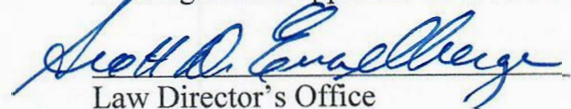
ATTEST: \_\_\_\_\_  
Susan Culbertson  
Clerk Of Council

\_\_\_\_\_  
Daniel M. Vincent  
President Of Council

APPROVED: \_\_\_\_\_, 2019

\_\_\_\_\_  
Jeff Tilton  
Mayor

This legislation approved as to form:

  
\_\_\_\_\_  
Law Director's Office

Ways and Means Committee  
Ann Gildow, Chair

ORDINANCE NO. 19-123  
INTRODUCED BY COUNCIL

AN ORDINANCE AUTHORIZING THE PROPER CITY OFFICIAL TO  
IMPLEMENT AN EDUCATION REIMBURSEMENT POLICY

WHEREAS, the City recognizes the benefits of participating in furthering its employees' educations; and

WHEREAS, obtaining certain certificates, licenses, or degrees is an effective tool for an employee retention program by enabling an employee to promote within City Departments or Divisions; and

WHEREAS, having a written policy to follow ensures fairness and consistency when an employee seeks reimbursement for furthering his/her education.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Zanesville, Ohio, that:

SECTION ONE: The proper City Official is hereby authorized to implement the procedures in the City of Zanesville – Tuition Reimbursement Document attached hereto as Exhibit A.

SECTION TWO: The policy will be effective January 1, 2020, and continue each year thereafter or until amended or repealed by City Council.

SECTION TWO: This ordinance shall take effect and be in force from and after the earliest period allowed by law.

PASSED: \_\_\_\_\_, 2019

\_\_\_\_\_  
Sue Culbertson  
Clerk of Council

\_\_\_\_\_  
Daniel M. Vincent  
President of Council

APPROVED: \_\_\_\_\_, 2019

\_\_\_\_\_  
Jeff Tilton, Mayor

This legislation approved as to form:

  
\_\_\_\_\_  
Law Director's Office





Exhibit A

**City of Zanesville**  
**ORGANIZATION POLICY DOCUMENT**

<b>Title</b>	<b>Tuition Reimbursement</b>
<b>Policy Owner</b>	<b>Human Resources</b>
<b>Effective Date</b>	<b>01/01/2020</b>
<b>Last Revised</b>	<b>10/1/2019</b>

**1. Purpose**

The City of Zanesville is committed to the educational development of City employees. The Tuition Reimbursement Program has been designated to promote continuing education by offering financial assistance to employees for job-related courses.

**2. Policy**

The City of Zanesville may reimburse full-time, regular employees for education costs for courses approved by the City. The approval for reimbursement will be dependent on the course and its relevance to the employee's current or future potential position. Approval must be obtained prior to commencement of each course per semester.

- The City may reimburse employees a percentage based on the grade achieved and will cover up to two (2) courses per term (quarter/semester). Payment will not be made for travel to and from the course, time spent in class, **books**, study materials purchased for the class, exam fees, parking fees, meals, and miscellaneous supplies.
- The annual maximum benefit is \$2,400.00 per employee with a life time maximum benefit of \$10,000.
- Percentage reimbursement is as follows:

UNDERGRADUATE		GRADUATE	
Grade	Percentage	Grade	Percentage
A	90%	A	90%
B	75%	B	75%
C	50%	C	0%
<b>A pass/fail course will be reimbursed at 75% if passed</b>			

- Eligible expenses include: Tuition costs

**3. Eligibility**

To qualify for tuition reimbursement benefits, employee must meet the following criteria:

- Successful completion of the initial probationary period for the employee's current position along with one (1) year or more of continuous, permanent, full-time service and at the time of reimbursement must be a permanent, full-time employee.
- Must meet the performance expectations of his or her current position.
- Must not have any formal disciplinary actions within the previous 18 months. Formal disciplinary actions include written warnings, demotions, or suspensions.
- Must not be on a Leave of Absence due to illness or injury or on a personal, disability, labor dispute, military leave of absence, or family medical leave of absence (FMLA) (if the absence or leave began prior to the application for Tuition Reimbursement). Employees may continue a course which began before the leave commenced but may not enroll in a course while on leave.
- Must apply for and be pre-approved before enrolling in courses or any other type of formal education program.

#### 4. Guidelines

- **Job Relatedness** – The course/degree must be job related or related to the employee's current position or to future City development and promotion. To be considered job-related, a course/degree must meet the following requirements:
  - Must have an individual development plan in place, reviewed, and agreed to by employee's Supervisor and Director with recognition that the educational investment is part of the employee's development for the current job or for a job to which he or she would realistically move to within the City of Zanesville in the future.
  - Undergraduate and graduate level studies and credit and non-credit courses are eligible for the individual's current or potential future job at the City of Zanesville.
  - Must have clear alignment between the employee's educational ambitions, the organization's needs, the employee's performance management, and individual development plan.
  - The tuition reimbursement program will not be available to provide a degree to qualify a person for a profession outside a career path with the City of Zanesville.
  - Courses are to be taken during non-working hours when possible. Employees are not eligible for paid time while attending classes without written authorization from their Supervisor and approved by the Mayor. With authorization from their Supervisor and Mayor, employees may use vacation or comp time.
- It is advisable for application to be made six (6) months in advance of the course/program to allow time to consider approval and budgeting as appropriate.

#### 5. Criteria

- **Eligible Institutions** – Courses taken in pursuit of degrees must be taken from an accredited institution (accredited by an agency approved by the US Department of Education).
- **Funding Selection Criteria** – Available funds will be allocated on a first come, first served basis.
- **Application Submission**
  - ❖ Applications will be accepted beginning on the dates listed in the following schedule:

➤ Fall	July 1
➤ Winter	October 1
➤ Spring	January 1
➤ Summer	March 1
  - ❖ The application date determines the order of consideration for funding.
  - ❖ All eligible funds will be budgeted for the Fiscal Year through the budget process.

#### 6. Reimbursement

- All reimbursement requests must be received within 60 days of the course end date.
- All requests must include proper documentation as listed on the reimbursement form.
- Reimbursement will be issued through Finance (Auditor).
- Please allow a minimum of 30 days for reimbursement processing.

#### 7. Duplication of Benefits

Duplication of benefits is prohibited. The City will not reimburse fees for a program of study for which the employee has received a scholarship, grant, or subsidy to the extent of such aid. The total received by the employee from all sources cannot exceed the cost of the course. **Example:** *If an employee takes a course costing \$1000.00 and receives an "A", the City would reimburse the employee \$900.00. If the employee obtained grants or scholarships for this same course in the amount of \$400.00, the City would reimburse the employee \$500.00. The employee can reduce his or her cost, as well as the City's cost, by obtaining grants and scholarships.*