

ORDINANCE NO. 2016-99

REQUESTED BY LAW DIRECTOR
APPROVED BY C.O.W.
INTRODUCED BY RASOR

AN ORDINANCE APPROVING AND AUTHORIZING MAYOR TO ENTER INTO AN ADDENDUM TO THE EMPLOYMENT CONTRACT BETWEEN THE CITY OF STOW AND SARA FAGNILLI AS A PART-TIME ASSISTANT LAW DIRECTOR FOR THE CITY OF STOW, ESTABLISHING COMPENSATION AND DECLARING AN EMERGENCY.

WHEREAS, Sara Fagnilli is a skilled attorney with over thirty years' experience and expertise in the field of municipal law, labor and employment law, criminal law, and human resources for public entities that will benefit the City of Stow as a City employee with the Law Department; and

WHEREAS, due to recent personnel changes and personal health issues within the Law Department, the City of Stow desires to enter into an addendum for additional hours and compensation for Sara Fagnilli for the benefit of the City of Stow and its residents.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STOW, COUNTY OF SUMMIT AND STATE OF OHIO:

SECTION 1. That the Mayor be, and she hereby is, authorized to make and enter into an addendum to the employment contract between the City of Stow and Sara Fagnilli dated June 6, 2016, in a form approved by the Law Director.


SECTION 2. That the Finance Director be, and he hereby is, authorized to compensate and administer benefits to Sara Fagnilli pursuant to the terms and conditions contained in the Addendum attached hereto and made a part of this ordinance by reference.

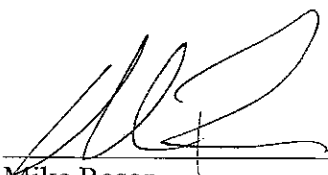
SECTION 3. This Council finds and determines that all formal actions of this Council concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council and that all deliberations of this Council and of any committees or subcommittees that resulted in those formal actions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

SECTION 4. This Ordinance was adopted pursuant to Section 4.11, Charter, and is hereby declared to be an emergency measure necessary for the immediate preservation of the public health and safety for the reason of best serving the needs of the City, and, pursuant to Section 4.13, Charter, shall take effect upon its adoption by Council and approval by the Mayor, otherwise at the earliest period allowed by law.

ADOPTED BY COUNCIL 9/8/16


ATTEST


Bonnie J. Enghiser
CLERK OF COUNCIL


Mike Rasor
PRESIDENT OF COUNCIL

FILED WITH MAYOR 9/12/16

APPROVED


Sara Kline
MAYOR

FILED WITH CLERK 9/12/16

APPROVED AS TO FORM

EFFECTIVE DATE 9/12/16


Amber K. Zibritosky
LAW DIRECTOR

Addendum

This Addendum is entered into as of this ____ day of _____, 2016 between the City of Stow, an Ohio Municipal Corporation, (the "City") and Sara Fagnilli and provides for the terms of employment as follows:

WHEREAS, Sara Fagnilli is currently a contract employee of the City of Stow under the direction of the Law Director with the title of Assistant Law Director;

WHEREAS, due to sudden staffing changes and personal health issues within the Law Department, it is necessary to temporarily increase Sara Fagnilli's salary and compensation to reflect the additional duties and demands required of her employment with City through this Addendum to her Employment Contract, which is dated June 6, 2016.

NOW THEREFORE, in consideration of the premises, and the promises and covenants contained herein, and other valuable consideration, the parties hereto agree as follows:

1. Sara Fagnilli's salary will be increased for nine (9) consecutive bi-weekly pays by the amount of \$540.11 starting with the pay commencing on September 12th for a total of \$4860.99. In exchange for said increase, the City shall receive an additional maximum of 32 hours to be worked by Sara Fagnilli throughout said time period. Payment of said additional compensation shall be added to Sara Fagnilli's current salary and workload expectations and shall be paid in two-week intervals with the first such payment to be paid on the first regular City payday as stated above.
2. All other terms and conditions of the Sara Fagnilli Employment Contract shall be unaffected by this Addendum and shall be reaffirmed as if fully re-appearing herein.

Approved and Agreed: Sara Fagnilli

Date: _____

Approved and Agreed: Sara Kline, Mayor - City of Stow

Date: _____