

AN ORDINANCE APPROVING A THREE-YEAR EMPLOYMENT CONTRACT BETWEEN THE CITY OF STOW AND JOSEPH VOJTKO AS GENERAL MANAGER AND HEAD PROFESSIONAL AT FOX DEN GOLF COURSE BEGINNING JANUARY 1, 2018 AND ENDING DECEMBER 31, 2020, ESTABLISHING COMPENSATION AND DECLARING AN EMERGENCY.

WHEREAS, the Director of Public Service has requested to retain Joseph Vojtko as General Manager and Head Professional at Fox Den Golf Course for a three-year period;

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 a three-year employment contract with Joseph Vojtko as General Manager and Head Professional at Fox Den Golf Course for the term of January 1, 2018 to December 31, 2020.

SECTION 2. That the compensation under the contract is hereby set at Sixty-Two Thousand Three Hundred Sixty-One and 00/100 Dollars (\$62,361.00) per year plus benefits as set forth in the employment contract, less usual and standard payroll deductions during the term of the employment contract with Joseph Vojtko.

SECTION 3. That the Finance Director be, and he hereby is, authorized to appropriate funds not to exceed Sixty-Two Thousand Three Hundred Sixty-One and 00/100 Dollars (\$62,361.00) per year for the term of the employment contract with Joseph Vojtko in accordance with the terms of this legislation and applicable employment contract.

SECTION 4. 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 5. 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 that the city wishes to maintain the efficient operation of Fox Den Golf Course by providing experienced personnel to maintain and implement the highest standards of the Stow Parks and Recreation Department, 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 12/14/17

ATTEST 
Bonnie J. Emahiser
CLERK OF COUNCIL


Mike Rasor
PRESIDENT OF COUNCIL

FILED WITH MAYOR 12/18/17

APPROVED 
Sara Kline
MAYOR

FILED WITH CLERK 12/18/17

APPROVED AS TO FORM

EFFECTIVE DATE 12/18/17

Amber K. Zibritosky
LAW DIRECTOR

EMPLOYMENT CONTRACT

This Contract entered into this ____ day of _____, 2017, between The City of Stow, an Ohio Municipal Corporation, (the "City") and Joseph Vojtko, (the "employee"), provides for terms of employment as follows:

I. Job Duties

Employee will perform the duties and functions of General Manager and Head Professional as outlined in the "job description" contained in the "Fox Den Employee Handbook."

II. Conduct

Employee conduct will, at a minimum, be in accordance with applicable provisions of the "City of Stow Employee Handbook", supplemented by the "Fox Den Employee Handbook" as adopted by the City of Stow Parks and Recreation Department.

III. Compensation

During the term of this contract, the City of Stow shall pay the employee an annual base salary of \$62,361, less usual and standard payroll deductions, which will be payable in two week intervals and subject to the provisions of paragraph X herein. Increases in the base salary are subject to annual review by the City in accordance with the City's normal practices. All compensation will be prorated to the date of any early termination. In the event that non-bargaining City of Stow employees are granted a cost of living adjustment in years two and three covered by this contract by Stow City Council, contractual golf course employees shall receive the same.

IV. Health Insurance

Employee is covered by City of Stow group health plan. Coverage will extend to a spouse and dependent children.

V. Vacations

Employee is eligible for three weeks (18 days) vacation with pay each calendar year. Vacation may be taken in days or weeks. During the period of May 1st through September 15th of any year, vacation will be limited to a maximum length of one week (six consecutive days). All vacation scheduling requires approval by the Director of Public Service.

VI. Sick Time

Employee is eligible for three weeks (18 days) sick time per calendar year. In the event of an absence of three consecutive days or more, supporting documentation from a physician will be required. All use of sick time requires proper City approval.

VII. **Lessons**

Employee is eligible to teach up to five (5) outside paid lessons per week at the Fox Den Driving Range. At no time is employee permitted to teach lessons during his regularly scheduled work hours without consent from the Director of Public Service.

VIII. **PGA Membership**

The City of Stow shall pay for the employees class A PGA annual membership dues throughout the duration of his employment.

IX. **Expense Reimbursement**

Expenses incurred by employee on behalf of the City will be reimbursed upon presentation of appropriate documentation in accordance with City procedure and with proper City approval.

X. **Duration**

This contract is effective January 1, 2018, and will continue in force and effect until December 31, 2020, when it will terminate. Said contract may be renewed or extended by mutual written agreement of both parties and legislative approval of City Council prior to termination date. Unless terminated for cause which can be effectuated immediately, this contract may be canceled by either party upon fourteen (14) days written notice prior to termination. "For Cause" as used in this section includes but is not limited to, insubordination, negligence, unfitness, criminal acts as defined by the Ohio Revised Code or the United States Code, acts of moral turpitude and conduct that is detrimental to the good order, discipline and morale of fellow employees.

Signed: _____
Joseph Vojtko

Date: _____

Signed: _____
Sara Kline, Mayor

Date: _____

Approved as to form:

Amber Zibritosky
Law Director, City of Stow