

**VIRTUAL REGULAR MEETING OF WILMINGTON CITY COUNCIL
OCTOBER 1, 2020 @ 6:30 P.M.**

AGENDA

I. Call to Order

Prayer

Pledge of Allegiance

Roll Call

II. Approval of Minutes

III. Committee Reports

IV. Acceptance of Treasurer's Report

V. Non-Legislative Business

All Council	Sympathy Reverend Lottie Lee
All Council	Recognize City of Wilmington HBCU Week 2020
Freel	Recognize OperaDelaware's 75 th Anniversary Season
Harlee	Sympathy Valerie Melton Swanson
Oliver	Sympathy Larry "Squeeze" Portis
Oliver	Sympathy Kenneth Saddler
Oliver	Sympathy TaQuan Davis
Oliver	Sympathy Carmella V. Jackson
Oliver	Sympathy Caroline Powell
Oliver	Sympathy Michael Amir Shabazz
Shabazz	Recognize International Peace Week 2020

VI. Legislative Business

FREEL

#4843 Ord. 20-035 Constituting Amendment No. 1 to the Fiscal Year 2021 Operating Budget (Being an Ordinance to Amend Substitute No. 1 to Ordinance No. 20-016) for Body Cameras (**3rd & Final Reading**)

Synopsis: *This Ordinance is being presented by the Administration for Council's review and approval. This Ordinance is the first amendment to the Fiscal Year 2021 Operating Budget Ordinance. It contains changes to the position allocation list and increased budget appropriations for the Police Department to fund a body camera program.*

- #4861 Ord. 20-045 Authorizing the Issuance of the City’s General Obligation Bonds and/or General Obligation Bond Anticipation Notes, in One or More Series on a Tax-Exempt and/or Taxable Basis, In Order to Provide the Funds to Finance Various Capital Projects of the City; Providing for the Sale of the Bonds; and Authorizing Other Necessary Action **(3rd & Final Reading)**

Synopsis: *This Ordinance is being presented by the Administration for Council’s review and approval. This Ordinance authorizes the issuance of up to \$42,000,000 aggregate principal amount of General Obligation Bonds (the “Bonds”), and/or General Obligation Bond Anticipation Notes (the “BAN”) in anticipation thereof, in order to: (i) finance any duly authorized capital project of the City specified in the City’s capital budgets for its Fiscal Years ending June 30, 2018 and June 30, 2020; and (ii) pay the costs associated with the issuance of the Bonds and the BAN.*

- #4862 An Ordinance to Authorize and Approve a Contract Between the City of Wilmington and Axon Enterprise, Inc. for Body Cameras and Related Services **(1st & 2nd Reading)**

Synopsis: *This Ordinance is being presented by the Administration for Council’s review and approval. This Ordinance authorizes the execution of a five-year Master Services and Purchasing Agreement with Axon Enterprise, Inc. to purchase body cameras and related services for the implementation of a body camera program for the Wilmington Police Department.*

GUY

- #4854 Ord. 20-042 Amend Chapter 40 of the City Code By Repealing and Replacing Section 40-8 Thereof Regarding the Wilmington Employee Plan of Occupational Safety and Health **(3rd & Final Reading)**

Synopsis: *This Ordinance is being presented by City Council for Council’s review and approval. This Ordinance amends Section 40-8 of the City Code by placing responsibility for preparation of the Wilmington Occupational Health and Safety Plan with the Wilmington Occupational Health and Safety Administration.*

WALSH

- #4863 A Resolution Approving the Police Department’s Grant Application to the United States Department of Justice, Edward Byrne Memorial Justice Assistance Grant Program, to Support the City’s Cold Case Investigator and Violence Reduction Overtime Costs

Synopsis: *This Resolution is being presented by the Administration for Council’s review and approval. This Resolution authorizes the Wilmington Police Department’s grant application to the United States Department of Justice, Edward Byrne Memorial*

Justice Assistance Grant Program, for \$196,855.00 in grant funding, which would be used to cover the salary for a civilian cold case investigator in addition to overtime costs as part of overall violent crime reduction efforts. No local matching funds are required.

#4864 A Resolution Approving the Police Department’s Grant Application to the State of Delaware Department of Safety and Homeland Security, Fund to Combat Violent Crime FY 2021, to Support Violence Reduction Overtime Costs

Synopsis: *This Resolution is being presented by the Administration for Council’s review and approval. This Resolution authorizes the Wilmington Police Department’s grant application to the State of Delaware Department of Safety and Homeland Security, Fund to Combat Violent Crime FY 2021, for \$413,084.82 in grant funding which would be eligible to cover overtime costs as part of overall violent crime reduction efforts. No local matching funds are required.*

#4865 A Resolution Approving the Fire Department’s Grant Application to the Federal Emergency Management Agency to Support Routine Marine Maintenance

Synopsis: *This Resolution is being presented by the Administration for Council’s review and approval. This Resolution authorizes the Wilmington Fire Department’s grant application to the Federal Emergency Management Agency, a component of the United States Department of Homeland Security, in the amount of \$75,000.00. The funds will be used to support routine marine maintenance of the Department’s boat. A twenty-five percent (25%) match is required.*

#4866 A Resolution Approving the Fire Department’s Grant Application to the Delaware Emergency Management Agency to Support the Placement of Twenty Gamma Neutron Pagers

Synopsis: *This Resolution is being presented by the Administration for Council’s review and approval. This Resolution authorizes the Wilmington Fire Department’s grant application to the Delaware Emergency Management Agency in the amount of \$77,415.00. The funds will be used for the placement of twenty (20) gamma neutron pagers on all Department apparatus, which will alert Department first responders to radiation incidents.*

#4867 A Resolution Regarding the Wilmington Fire Department Commencing an Academy Class

Synopsis: *This Resolution is being presented by the Administration for Council’s review and approval. In this Resolution, City Council recognizes that the Chief of the Fire Department has represented that the manpower of the Fire Department has fallen*

below ninety-five percent of the number of firefighters set forth in the position allocation list attached to the fiscal year 2021 annual operating budget ordinance and has drafted a resolution calling for the commencement of an academy class for the Fire Department.

VII. Petitions and Communications

VIII. Adjournment

Note: In following Governor Carney's Proclamation #17-3292, due to the outbreak of the COVID-19, public meetings are currently being conducted virtually to maintain social distancing and to keep all constituents safe. Members of the public are invited to join the City Council meeting by accessing the meeting as follows:

<https://zoom.us/j/93520122926> or visit the WITN22 website at www.witn22.org or WITN YouTube channel at <https://www.youtube.com/user/WITN22Wilmington/> or listen in only by calling one of the following phone numbers (929) 205-6099 or (301) 715-8592. You will be asked for the Webinar ID. Please enter **Webinar ID: 935 2012 2926** and then #.

www.wilmingtoncitycouncil.com or www.WITN22.org

AN ORDINANCE CONSTITUTING AMENDMENT NO. 1 TO THE FISCAL YEAR 2021 OPERATING BUDGET (BEING AN ORDINANCE TO AMEND SUBSTITUTE NO. 1 TO ORDINANCE NO. 20-016)

#4843

Sponsor:

Council
Member
Freel

Co-Sponsor:

Council
President
Shabazz

WHEREAS, City Council has enacted Substitute No. 1 to Ordinance No. 20-016, the Annual Operating Budget for Fiscal Year 2021; and

WHEREAS, Council deems it necessary and appropriate to amend the Annual Operating Budget for Fiscal Year 2021 to fund the implementation of a body camera program for the Police Department; and

WHEREAS, Council deems it necessary and appropriate to amend the position allocation list for the Police Department to increase its personnel to operate the body camera program, the provisions of such amendment having been reviewed by the Administrative Board prior to the introduction of this Ordinance; and

WHEREAS, Council deems it necessary and appropriate to increase the Police Department General Fund Personal Services account group budget appropriation by \$400,000 to pay for the increased personnel necessary to operate the body camera program; and

WHEREAS, Council deems it necessary and appropriate to increase the Police Department Special Funds Materials, Supplies, and Equipment account group budget appropriation by \$542,388 to pay for the purchase of body cameras and related services, which will be covered by a federal grant; and

WHEREAS, in consideration of the foregoing, Council deems it necessary and appropriate to amend the Annual Operating Budget for Fiscal Year 2021 as set forth herein.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF WILMINGTON
HEREBY ORDAINS:**

SECTION 1. The following financial program is hereby adopted for Fiscal Year 2021,

and appropriations are hereby made from the various operating and special funds to the Council, the Mayor, and all offices, departments, boards, and commissions, as indicated in the following sections.

SECTION 2. Appropriations in the sum of \$179,142,896 are hereby made from a general fund, as follows:

TO THE MAYOR:			
	<u>City</u>	<u>Special</u>	<u>Total</u>
Personal Services	\$3,684,146	\$77,031	\$3,761,177
Materials, Supplies, and Equipment	1,553,725	0	1,553,725
Special Purpose	0	0	0
Debt Service	2,994,340	0	2,994,340
Total	\$8,232,211	\$77,031	\$8,309,242

TO THE DIRECTOR OF THE OFFICE OF MANAGEMENT AND BUDGET - CONTINGENCIES:			
	<u>City</u>	<u>Special</u>	<u>Total</u>
Contingent Reserves	\$500,000	\$0	\$500,000
Total	\$500,000	\$0	\$500,000

The Director of the Office of Management and Budget is authorized to transfer to each office, department, board, or commission such portions of the Contingent Reserves that will be sufficient to pay for unanticipated budgetary expenses.

TO THE DIRECTOR OF THE OFFICE OF MANAGEMENT AND BUDGET - SNOW AND WEATHER EMERGENCIES:			
	<u>City</u>	<u>Special</u>	<u>Total</u>
Snow and Weather Emergencies	\$172,000	\$0	\$172,000
Total	\$172,000	\$0	\$172,000

The Director of the Office of Management and Budget is authorized to transfer to each office, department, board, or commission such portions of the foregoing sum that, taken with amounts otherwise available to each such office, department, board, or commission, will be sufficient to pay for the contractual cost, overtime cost, materials, supplies, and equipment cost of emergency snow removal and weather emergencies.

TO THE PLANNING DEPARTMENT:			
	<u>City</u>	<u>Special</u>	<u>Total</u>
Personal Services	\$1,106,047	\$38,649	\$1,144,696
Materials, Supplies, and Equipment	217,724	0	217,724
Special Purpose	0	0	0
Debt Service	121,082	0	121,082
Total	\$1,444,853	\$38,649	\$1,483,502

TO THE CITY COUNCIL:			
	<u>City</u>	<u>Special</u>	<u>Total</u>
Personal Services	\$1,361,187	\$773,846	\$2,135,033
Materials, Supplies, and Equipment	379,776	177,352	557,128
Special Purpose	8,000	0	8,000
Debt Service	1,220	35,831	37,051
Total	\$1,750,183	\$987,029	\$2,737,212

TO THE CITY TREASURER:			
	<u>City</u>	<u>Special</u>	<u>Total</u>
Personal Services	\$354,811	\$508,280	\$863,091
Materials, Supplies, and Equipment	105,646	5,110,952	5,216,598
Total	\$460,457	\$5,619,232	\$6,079,689

TO THE AUDITING DEPARTMENT:			
	<u>City</u>	<u>Special</u>	<u>Total</u>
Personal Services	\$628,718	\$0	\$628,718
Materials, Supplies, and Equipment	230,543	0	230,543
Total	\$859,261	\$0	\$859,261

TO THE LAW DEPARTMENT:			
	<u>City</u>	<u>Special</u>	<u>Total</u>
Personal Services	\$2,085,756	\$0	\$2,085,756
Materials, Supplies, and Equipment	457,499	0	\$457,499
Total	\$2,543,255	\$0	\$2,543,255

TO THE FINANCE DEPARTMENT:			
	<u>City</u>	<u>Special</u>	<u>Total</u>
Personal Services	\$5,337,111	\$0	\$5,337,111
Materials, Supplies, and Equipment	4,233,773	0	4,233,773
Program and Activities	0	0	0
Debt Service	64,419	0	64,419
Total	\$9,635,303	\$0	\$9,635,303

TO THE DEPARTMENT OF COMMERCE			
	<u>City</u>	<u>Special</u>	<u>Total</u>
Debt Service	\$73,269	\$0	\$73,269
Total	\$73,269	\$0	\$73,269

TO THE HUMAN RESOURCES DEPARTMENT			
	<u>City</u>	<u>Special</u>	<u>Total</u>
Personal Services	\$1,816,275	\$0	\$1,816,275
Materials, Supplies, and Equipment	332,803	0	332,803
Debt Service	25,791	0	25,791
Total	\$2,174,869	\$0	\$2,174,869

TO THE DEPARTMENT OF LICENSES AND INSPECTIONS (L&I):			
	<u>City</u>	<u>Special</u>	<u>Total</u>
Personal Services	\$4,206,365	\$0	\$4,206,365
Materials, Supplies, and Equipment	997,938	0	997,938
Debt Service	8,558	0	8,558
Programs and Activities	0	0	0
Total	\$5,212,861	\$0	\$5,212,861

TO THE DEPARTMENT OF L&I FOR ANIMAL CONTROL:			
	<u>City</u>	<u>Special</u>	<u>Total</u>
Special Purpose	\$256,385	\$0	\$256,385
Total	\$256,385	\$0	\$256,385

DEPARTMENT OF L&I TOTAL	\$5,469,246	\$0	\$5,469,246
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TO THE DEPARTMENT OF PARKS AND RECREATION:			
	<u>City</u>	<u>Special</u>	<u>Total</u>
Personal Services	\$4,436,877	\$609,368	\$5,046,245
Materials, Supplies, and Equipment	2,293,273	814,564	3,107,837
Debt Service	1,530,537	0	1,530,537
Programs and Activities	0	0	0
Total	\$8,260,687	\$1,423,932	\$9,684,619

TO THE FIRE DEPARTMENT:			
	<u>City</u>	<u>Special</u>	<u>Total</u>
Personal Services	\$21,567,709	\$0	\$21,567,709
Materials, Supplies, and Equipment	2,426,211	201,369	2,627,580
Debt Service	1,411,678	0	1,411,678
Programs and Activities	0	0	0
Total	\$25,405,598	\$201,369	\$25,606,967

TO THE POLICE DEPARTMENT:			
	<u>City</u>	<u>Special</u>	<u>Total</u>
Personal Services	\$51,582,884	\$1,385,794	\$52,968,678
Materials, Supplies, and Equipment	7,845,553	542,388	8,387,941
Debt Service	251,069	0	251,069
Programs and Activities	0	0	0
Total	\$59,679,506	\$1,928,182	\$61,607,688

TO THE DEPARTMENT OF PUBLIC WORKS:			
	<u>City</u>	<u>Special</u>	<u>Total</u>
Personal Services	\$9,819,002	\$0	\$9,819,002
Materials, Supplies, and Equipment	11,337,103	1,233,853	12,570,956
Debt Service	4,633,650	0	4,633,650
Programs and Activities	0	0	0
Total	\$25,789,755	\$1,233,853	\$27,023,608

TO THE DEPARTMENT OF PUBLIC WORKS- THE BOARD OF EXAMINING ENGINEERS:			
	<u>City</u>	<u>Special</u>	<u>Total</u>
Personal Services	\$0	\$0	\$0
Materials, Supplies, and Equipment	0	0	0
Total	\$0	\$0	\$0

TO THE DEPARTMENT OF REAL ESTATE AND HOUSING:			
	<u>City</u>	<u>Special</u>	<u>Total</u>
Personal Services	\$285,142	\$827,326	\$1,112,468
Materials, Supplies, and Equipment	2,040,996	143,498	2,184,494
Debt Service	622,815	0	622,815
Programs and Activities	0	2,761,746	2,761,746
Pass-Through	0	0	0
Total	\$2,948,953	\$3,732,570	\$6,681,523

TO THE DEPARTMENT OF INFORMATION TECHNOLOGIES

	<u>City</u>	<u>Special</u>	<u>Total</u>
Personal Services	\$2,166,427	\$0	\$2,166,427
Materials, Supplies, and Equipment	5,949,389	0	5,949,389
Debt Service	385,827	0	385,827
Programs and Activities	0	0	0
Total	\$8,501,643	\$0	\$8,501,643

SECTION 3. The Director of Finance is authorized upon transfer of any function from one office, department, board, or commission to another office, department, board, or commission to transfer to the successor office, department, board, or commission those portions that pertain to the function transferred.

SECTION 4. Whenever, pursuant to the provisions of Section 8-401 of the Charter, employees of any office, department, board, or commission are used by another office, department, board, or commission, the compensation of such employees for the period of such use may, at the discretion of the Director of Finance, be charged against the applicable appropriations to the using office, department, board, or commission.

SECTION 5. Appropriations in the sum of \$77,807,833 are made from the Water/Sewer Fund as follows:

TO THE DEPARTMENT OF FINANCE - WATER/SEWER BILLING:			
	<u>City</u>	<u>Special</u>	<u>Total</u>
Personal Services	\$2,496,564	\$0	\$2,496,564
Materials, Supplies, and Equipment	4,338,987	0	4,338,987
Debt Service	79,829	0	79,829
Total	\$6,915,380	\$0	\$6,915,380

TO THE AUDITING DEPARTMENT:			
	<u>City</u>	<u>Special</u>	<u>Total</u>
Materials, Supplies, and Equipment	\$97,080	\$0	\$97,080
Total	\$97,080	\$0	\$97,080

TO THE DEPARTMENT OF PUBLIC WORKS:			
	<u>City</u>	<u>Special</u>	<u>Total</u>
Personal Services	\$9,258,087	\$0	\$9,258,087
Materials, Supplies, and Equipment	55,015,564	0	55,015,564
Debt Service	6,521,722	0	6,521,722
Total	\$70,795,373	\$0	\$70,795,373

SECTION 6. Appropriations in the sum of \$38,090,959 are made from the Intragovernmental Service Fund as follows:

TO THE DEPARTMENT OF PUBLIC WORKS:			
	<u>City</u>	<u>Special</u>	<u>Total</u>
Personal Services	\$0	\$0	\$0
Materials, Supplies, and Equipment	7,752,524	0	7,752,524
Debt Service	267,062	0	267,062
Total	\$8,019,586	\$0	\$8,019,586

TO THE HUMAN RESOURCES DEPARTMENT:			
	<u>City</u>	<u>Special</u>	<u>Total</u>
Personal Services	\$1,140,169	\$0	\$1,140,169
Materials, Supplies, and Equipment	5,358,218	0	5,358,218
Special Purpose	23,572,986	0	23,572,986
Total	\$30,071,373	\$0	\$30,071,373

The personal services, materials, supplies, and equipment provided for herein shall be allocated among and paid for by the departments receiving intragovernmental services. The Director of Finance is hereby authorized to transfer funds from the accounts of departments using such intragovernmental services and to adjust upwards the appropriations contained herein

for intragovernmental services so long as appropriated funds are available to pay for such services. The appropriations made herein shall be wholly payable from the appropriations for materials, supplies, and equipment made to departments receiving intragovernmental services and the limitations of Wilmington Charter Section 2-300(6) shall not apply.

Appropriations to the Human Resources Department include ongoing funding of the Risk Management Program, pursuant to the provisions of Wilmington City Code, Chapter 2, Article VI, Division 8.

SECTION 7. Appropriations in the sum of \$15,241,847 not subject to the limitations of Wilmington Charter Section 2-300(6), are included in the appropriations of Sections 2, 5, and 6, under the heading "Special". These appropriations of special funds are made contingent upon the receipt of funds and shall be utilized in the manner prescribed by the statutes, ordinances, regulations, resolutions, and/or grants from which they derive. In the event new funds are received or funds are received in greater or lesser amounts than appropriated above, spending shall be adjusted upward or downward in accordance with the funds available. In no event shall spending of the special funds herein provided for exceed the amounts actually received or otherwise made available.

SECTION 8. Except as otherwise provided by this Ordinance, special funds, heretofore established pursuant to any ordinances, statutes, resolutions, and/or grants shall continue to be utilized in Fiscal Year 2021 for the purpose and in the manner prescribed by such ordinances, statutes, resolutions, and/or grants to the extent that they are consistent with the provisions of the Wilmington Home Rule Charter.

When, under the Charter, an appropriation is a prerequisite to the payment of money from such special funds, this section shall be construed as an appropriation of the full proceeds

of such funds for the purposes heretofore authorized by such ordinances, statutes, resolutions and/or grants.

SECTION 9. The amounts herein appropriated for materials, supplies, and equipment shall be deemed to be available for encumbrance upon the effective date of this Ordinance, to the extent necessary to facilitate the operations of the various offices, departments, boards, and commissions for Fiscal Year 2021, provided that no services shall be rendered prior to July 1, 2020, and no materials, supplies, and equipment acquired shall be used in Fiscal Year 2020, except to the extent required to prepare for Fiscal Year 2021 operations.

SECTION 10. A. Position Allocation. Attachment "A" hereto sets forth the positions authorized to be filled between July 1, 2020 and June 30, 2021. Pursuant to Section 40-36 of the City Code, any previously existing classifications and allocation of classifications are hereby abolished. Hereinafter, no additional positions shall be created or allocated without review and approval by the Administrative Board and designation by ordinance of the City Council, except that nothing in this Ordinance shall preclude the hiring and payment of employees filling positions where monies other than those appropriated by this Ordinance are available. Notwithstanding the foregoing, the Director of Human Resources shall have the authority to amend the Fire Department positions on Attachment "A" for Fiscal Year 2021, subject to the review and approval of the Administrative Board, without any further action of City Council.

B. Executive and Managerial Salary Program and Salary Review Matrix. Attachment "B" hereto sets forth for Fiscal Year 2021 the positions that are in the executive and management salary program, the salary review matrix, and the declared maximum salary rates for Department Heads, pursuant to the provisions of Wilmington City Code, Chapter 40, Article II, Division 3, as amended by Substitute No. 1 to Ordinance No. 04-010.

C. Non-Union Employee Salaries. Attachment "C" hereto sets forth the Non-Union Salaries and the Grades and Steps for the same for Fiscal Year 2021.

SECTION 11. All unencumbered balances on hand as of July 1, 2021, held by any office, department, board, or commission named in Sections 2, 5, and 6 of this Ordinance shall revert to the City of Wilmington Current Account.

SECTION 12. In order to balance the Fiscal Year 2021 General Fund Operating Budget, the use of up to \$5.8 million from the Tax Stabilization Reserve portion of General Fund Balance is hereby authorized for Fiscal Year 2021.

SECTION 13. A fund balance transfer of \$1.25 million from the Tax Stabilization Reserve portion of General Fund Balance to the Economic Strategic Fund is hereby authorized for Fiscal Year 2021.

SECTION 14. Effective Date. This Ordinance shall be deemed effective as of its date of passage by City Council and approval by the Mayor.

First Reading July 9, 2020
Second Reading July 9, 2020
Third Reading

Passed by City Council,

President of City Council

ATTEST: _____
City Clerk

Approved this ____ day of _____ 2020.

Mayor

SYNOPSIS & FISCAL IMPACT: This Ordinance is the first amendment to the Fiscal Year 2021 Operating Budget Ordinance. It contains changes to the position allocation list and increased budget appropriations for the Police Department to fund a body camera program.

First, the amendment amends the Fiscal Year 2021 position allocation list (the "PAL") by increasing the authorized strength of the Police Department from a total of 315 to 319 sworn officers. Specifically, the PAL is amended by adding (i) one Sergeant position (an increase of total Sergeant positions from 37 to 38) and (ii) three Patrol Officer positions (an increase of total Patrol Officer positions from 257 to 260). Overall, the PAL has an increase of four (4.00) Fulltime Equivalent positions.

Second, the amendment increases the Fiscal Year 2021 budget appropriations for the Police Department both to pay for the salaries and benefits of the four new sworn officers and for the contract with the company that will provide the body cameras and related services to the City. To support the salaries and benefits costs of the four new sworn officers, the Police Department's FY 2021 General Fund Personal Services budget allocation is increased by \$400,000. In addition to the four new sworn officers, the City will enter into a five-year contract to purchase 319 body cameras and related services. The first year of the contract will cost \$542,388, which will be covered by a federal grant. To fund the cost of the contract, the Police Department's FY 2021 Special Funds Materials, Supplies, and Equipment budget appropriation is increased by \$542,388.

The total fiscal impact and budget appropriation increase to the FY 2021 budget for the Police Department body camera program is \$942,388, inclusive of all funds. The impact to the General Fund is \$400,000, which will be funded by utilizing the Tax Stabilization Reserve. The impact to the Special Funds is \$542,388, which will be funded with a federal grant.

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ATTACHMENT A

**Fiscal Year 2021
DEPARTMENTAL POSITION ALLOCATION LIST**

Fund: General
Department: Mayor's Office

<u>Job Title</u>	<u>No.</u>	<u>Grade</u>	<u>Revenues</u>	
			<u>City</u>	<u>Special</u>
Mayor	1.00	Ext	1.00	0.00
Mayor's Chief of Staff	1.00	E 11	1.00	0.00
Deputy Chief of Staff for Fiscal and Management Operations	1.00	E 10	1.00	0.00
Deputy Chief of Staff for Policy and Communications	1.00	E 10	1.00	0.00
Director of Economic Development	1.00	E 09	1.00	0.00
Deputy Director of Economic Development	1.00	E 07	1.00	0.00
Emergency Management Director	1.00	E 07	0.50	0.50
Special Assistant to the Mayor	1.00	E 07	1.00	0.00
Director of Cultural Affairs	1.00	E 06	1.00	0.00
Policy Analyst	1.00	E 06	1.00	0.00
Best Practices/Innovation Specialist	1.00	E 05	1.00	0.00
Director of Constituent Services	1.00	E 05	1.00	0.00
Arts & Cultural Outreach Specialist	1.00	E 04	1.00	0.00
Digital and Social Media Manager	1.00	E 04	1.00	0.00
Economic Development Project Manager I	1.00	E 04	1.00	0.00
Office Manager/Administrative Assistant	1.00	E 04	1.00	0.00
Marketing and Special Projects Coordinator	1.00	E 04	1.00	0.00
Special Assistant	1.00	E 04	1.00	0.00
Special Assistant for Community Engagement	1.00	E 04	1.00	0.00
Communications Specialist	1.00	E 03	1.00	0.00
Community Referral Specialist	1.00	E 03	1.00	0.00
Administrative Assistant II	1.00	E 02	1.00	0.00
Constituent Services Officer	2.00	E 02	2.00	0.00
Mayor's Office Receptionist	1.00	E 01	1.00	0.00
Budget Director	1.00	M 08	1.00	0.00
Assistant Budget Director	1.00	M 06	1.00	0.00
Small and Minority Business Development Manager	1.00	M 05	1.00	0.00
Fiscal & Operations Analyst	3.00	S	3.00	0.00
Civil Appeals Administrator	1.00	N	1.00	0.00
Constituent Services Project Specialist	1.00	N	1.00	0.00
Constituent Services Representative	1.00	G	1.00	0.00
DEPARTMENT TOTAL	34.00		33.50	0.50

Fund: General
Department: Information Technologies
Fiscal Year 2021

<u>Job Title</u>	<u>No.</u>	<u>Grade</u>	<u>Revenues</u>	
			<u>City</u>	<u>Special</u>
Director of Information Technologies	1.00	M 07	1.00	0.00
Application Support Specialist II	2.00	T	2.00	0.00
Senior Information Desktop Engineer	1.00	S	1.00	0.00
Mapping & Graphics Manager	1.00	S	1.00	0.00
Information Systems Administrator	1.00	S	1.00	0.00
Network Technician	1.00	R	1.00	0.00
Information Help Desk Coordinator	1.00	Q	1.00	0.00
Information Desktop Engineer	1.00	P	1.00	0.00
Information Help Desk Engineer	3.00	P	3.00	0.00
Application Support Specialist I	1.00	P	1.00	0.00
Telephony Analyst	1.00	O	1.00	0.00
Webmaster	1.00	O	1.00	0.00
Information Analyst I	1.00	N	1.00	0.00
IT Office Coordinator	1.00	M	1.00	0.00
Mapping Technician II	1.00	L	1.00	0.00
Communications Assistant	1.00	G	1.00	0.00
Document Management Technician	1.00	G	1.00	0.00
IT Support Services Technician	1.00	D	1.00	0.00
DEPARTMENT TOTAL	21.00		21.00	0.00

Fund: General
Department: Planning
Fiscal Year 2021

<u>Job Title</u>	<u>No.</u>	<u>Grade</u>	Revenues	
			<u>City</u>	<u>Special</u>
Director of Planning and Development	1.00	E 08	1.00	0.00
Administrative Assistant II	1.00	E 02	1.00	0.00
Planning Manager	1.00	M 07	1.00	0.00
Planning Grants Coordinator	1.00	M 05	1.00	0.00
Senior Planner Design & Review	1.00	T	1.00	0.00
Senior Planner III	1.00	S	1.00	0.00
Senior Planner II	1.00	R	1.00	0.00
Planner II	2.00	Q	1.55	0.45
Planner I	1.00	N	1.00	0.00
DEPARTMENT TOTAL	10.00		9.55	0.45

Fund: General
Department: City Council
Fiscal Year 2021

<u>Job Title</u>	<u>No.</u>	<u>Grade</u>	<u>Revenues</u>	
			<u>City</u>	<u>Special</u>
President of City Council	1.00	Ext	1.00	0.00
Finance Chairman	1.00	Ext	1.00	0.00
President Pro Tempore	1.00	Ext	1.00	0.00
Council Members	10.00	Ext	10.00	0.00
Chief of Staff	1.00	Ext	0.75	0.25
Legislative & Community Director	1.00	Ext	1.00	0.00
City Clerk	1.00	Ext	1.00	0.00
Deputy Station Manager	1.00	Ext	0.00	1.00
Digital & Media Content Producer	1.00	Ext	0.00	1.00
Digital Media & Web Content Creator	1.00	Ext	0.00	1.00
Executive Administrative Assistant	1.00	Ext	1.00	0.00
Strategy & Policy Director	1.00	Ext	1.00	0.00
Legislative Administrative Assistant	1.00	Ext	0.50	0.50
Legislative Administrative Assistant/Deputy City Clerk	1.00	Ext	1.00	0.00
Producer	2.00	Ext	0.00	2.00
Senior Producer/On-Air Talent	1.00	Ext	0.00	1.00
Senior Producer	1.00	Ext	0.00	1.00
Station Manager-WITN	1.00	Ext	0.00	1.00
DEPARTMENT TOTAL	28.00		19.25	8.75

Fund: General
Department: City Treasurer
Fiscal Year 2021

<u>Job Title</u>	<u>No.</u>	<u>Grade</u>	Revenues	
			<u>City</u>	<u>Special</u>
City Treasurer	1.00	Ext	0.50	0.50
Deputy Treasurer	1.00	Ext	0.50	0.50
Administrative Assistant to the City Treasurer	1.00	Ext	0.50	0.50
Pension Manager	1.00	Ext	0.00	1.00
Debt Manager/System Coordinator	1.00	Ext	0.50	0.50
Senior Treasury Analyst	2.00	Q	1.00	1.00
DEPARTMENT TOTAL	7.00		3.00	4.00

Fund: General
Department: City Auditor
Fiscal Year 2021

<u>Job Title</u>	<u>No.</u>	<u>Grade</u>	<u>Revenues</u>	
			<u>City</u>	<u>Special</u>
City Auditor	1.00	E 08	1.00	0.00
Auditing Manager	1.00	M 06	1.00	0.00
Senior Auditor	3.00	S	3.00	0.00
DEPARTMENT TOTAL	5.00		5.00	0.00

Fund: General
Department: Law
Fiscal Year 2021

<u>Job Title</u>	<u>No.</u>	<u>Grade</u>	<u>Revenues</u>	
			<u>City</u>	<u>Special</u>
City Solicitor	1.00	E 10	1.00	0.00
Deputy City Solicitor	1.00	E 09	1.00	0.00
Senior Assistant City Solicitor	3.00	E 08	3.00	0.00
Assistant City Solicitor	5.00	E 07	5.00	0.00
Legal Office Administrator	1.00	M 04	1.00	0.00
Litigation Assistant	1.00	P	1.00	0.00
Real Estate Legal Coordinator	1.00	P	1.00	0.00
Legal Assistant II	1.00	O	1.00	0.00
Nuisance Property Administrator	1.00	O	1.00	0.00
Legal Assistant I	2.00	M	2.00	0.00
DEPARTMENT TOTAL	17.00		17.00	0.00

Fund: General
Department: Finance
Fiscal Year 2021

<u>Job Title</u>	<u>No.</u>	<u>Grade</u>	<u>Revenues</u>	
			<u>City</u>	<u>Special</u>
Director of Finance	0.50	E 10	0.50	0.00
Deputy Director of Finance	0.60	E 08	0.60	0.00
Administrative Assistant II	0.75	E 02	0.75	0.00
Principal Analyst	0.50	M 06	0.50	0.00
Procurement Manager	1.00	M 06	1.00	0.00
Accounting Manager	0.65	M 06	0.65	0.00
Customer Service Manager	0.50	M 06	0.50	0.00
Revenue Manager	0.35	M 06	0.35	0.00
Tax Manager	1.00	M 06	1.00	0.00
Senior Financial Analyst	0.80	M 05	0.80	0.00
Billing Manager	0.20	T	0.20	0.00
Revenue Supervisor	0.50	T	0.50	0.00
Tax Supervisor	1.00	T	1.00	0.00
Delinquent Accounts Supervisor	0.50	S	0.50	0.00
Grant Accountant	0.75	S	0.75	0.00
Grant Coordinator	0.75	S	0.75	0.00
Parking Services Supervisor	1.00	S	1.00	0.00
Senior Accountant	2.00	S	2.00	0.00
Assistant Tax Supervisor	1.00	R	1.00	0.00
Revenue Audit Agent	2.00	R	2.00	0.00
Sheriff Sale Administrator	0.10	R	0.10	0.00
Real Estate Coordinator	1.00	Q	1.00	0.00
Senior Procurement Specialist	1.00	Q	1.00	0.00
Purchasing Agent II	1.00	P	1.00	0.00
Customer Service Consultant	0.20	O	0.20	0.00
Staff Accountant	0.50	O	0.50	0.00
Accounts Payable Supervisor	0.50	N	0.50	0.00
Assistant Central Cashiering Supervisor	0.50	N	0.50	0.00
Assistant Revenue Audit Agent	1.00	M	1.00	0.00
Senior EIT Agent	2.00	M	2.00	0.00
Settlement Clerk	0.20	M	0.20	0.00
Delinquent Accounts Agent	1.50	L	1.50	0.00
EIT Agent	4.00	L	4.00	0.00
Purchasing Technician	1.00	J	1.00	0.00
Senior Parking Regulations Enforcement Officer	1.00	J	1.00	0.00
Assistant EIT Agent	1.00	I	1.00	0.00
Customer Service Representative II	3.50	I	3.50	0.00
Account Entry Clerk	3.50	G	3.50	0.00
Administrative Clerk I	3.50	G	3.50	0.00
Scofflaw Enforcer	2.00	G	2.00	0.00
Account Clerk III	0.50	F	0.50	0.00
Parking Regulations Enforcement Officer	13.00	F	13.00	0.00
DEPARTMENT TOTAL	58.85		58.85	0.00

**Fund: Water and Sewer
 Department: Finance
 Fiscal Year 2021**

<u>Job Title</u>	<u>No.</u>	<u>Grade</u>	<u>Revenues</u>	
			<u>City</u>	<u>Special</u>
Director of Finance	0.50	E 10	0.50	0.00
Deputy Director of Finance	0.40	E 08	0.40	0.00
Administrative Assistant II	0.25	E 02	0.25	0.00
Accounting Manager	0.35	M 06	0.35	0.00
Customer Service Manager	0.50	M 06	0.50	0.00
Principal Analyst	0.50	M 06	0.50	0.00
Revenue Manager	0.65	M 06	0.65	0.00
Senior Financial Analyst	0.20	M 05	0.20	0.00
Billing Manager	0.80	T	0.80	0.00
Revenue Supervisor	0.50	T	0.50	0.00
Delinquent Accounts Supervisor	0.50	S	0.50	0.00
Grant Accountant	0.25	S	0.25	0.00
Grant Coordinator	0.25	S	0.25	0.00
Senior Accountant	1.00	S	1.00	0.00
Sheriff Sale Administrator	0.90	R	0.90	0.00
Billing Analyst	3.00	Q	3.00	0.00
Customer Service Consultant	2.80	O	2.80	0.00
Staff Accountant	1.50	O	1.50	0.00
Accounts Payable Supervisor	0.50	N	0.50	0.00
Assistant Central Cashiering Supervisor	0.50	N	0.50	0.00
Settlement Clerk	0.80	M	0.80	0.00
Delinquent Accounts Agent	1.50	L	1.50	0.00
Meter Reader Service Coordinator	1.00	K	1.00	0.00
Customer Service Representative II	3.50	I	3.50	0.00
Delinquent Accounts Officer	1.00	H	1.00	0.00
Account Entry Clerk	0.50	G	0.50	0.00
Administrative Clerk I	0.50	G	0.50	0.00
Account Clerk III	0.50	F	0.50	0.00
DEPARTMENT TOTAL	25.15		25.15	0.00

Fund: General
Department: Human Resources
Fiscal Year 2021

<u>Job Title</u>	<u>No.</u>	<u>Grade</u>	<u>Revenues</u>	
			<u>City</u>	<u>Special</u>
Director of Human Resources	0.55	E 09	0.55	0.00
Deputy Director of Human Resources	0.55	E 08	0.55	0.00
Administrative Assistant II	1.00	E 02	1.00	0.00
Director of Employment Services	1.00	M 07	1.00	0.00
Director of Classification & Compensation	1.00	M 06	1.00	0.00
Human Resources Administrator	3.00	M 04	3.00	0.00
Human Resources Information Systems Administrator	1.00	T	1.00	0.00
Labor Relations Specialist	1.00	R	1.00	0.00
Compensation Specialist	1.00	Q	1.00	0.00
Compliance Specialist	1.00	P	1.00	0.00
Human Resources Information and Systems Analyst	1.00	P	1.00	0.00
HRIS Coordinator	1.00	N	1.00	0.00
Human Resources Specialist	1.00	N	1.00	0.00
Retirement Specialist	0.50	N	0.50	0.00
Human Resources Leave Administrator	1.00	L	1.00	0.00
Human Resources Office Assistant	1.00	G	1.00	0.00
DEPARTMENT TOTAL	16.60		16.60	0.00

Fund: Internal Service
Department: Human Resources
Fiscal Year 2021

<u>Job Title</u>	<u>No.</u>	<u>Grade</u>	<u>Revenues</u>	
			<u>City</u>	<u>Special</u>
Director of Human Resources	0.45	E 09	0.45	0.00
Deputy Director of Human Resources	0.45	E 08	0.45	0.00
Employee Benefits Manager	1.00	M 06	1.00	0.00
Occupational Health, Safety & Loss Prevention Programs Manager	1.00	M 05	1.00	0.00
Occupational Health Nurse	1.00	R	1.00	0.00
Senior Employee Benefits Administrator	1.00	Q	1.00	0.00
Claims Supervisor	1.00	P	1.00	0.00
Employee Benefits Administrator	1.00	P	1.00	0.00
Risk Management Analyst	1.00	O	1.00	0.00
Retirement Specialist	0.50	N	0.50	0.00
Medical Dispensary Coordinator	1.00	K	1.00	0.00
DEPARTMENT TOTAL	9.40		9.40	0.00

Fund: General
Department: Licenses and Inspections
Fiscal Year 2021

<u>Job Title</u>	<u>No.</u>	<u>Grade</u>	<u>Revenues</u>	
			<u>City</u>	<u>Special</u>
Commissioner of Licenses and Inspections	1.00	E 09	1.00	0.00
Deputy Commissioner of Licenses and Inspections	1.00	E 07	1.00	0.00
Administrative Assistant I	1.00	E 01	1.00	0.00
Code Enforcement Supervisor	1.00	T	1.00	0.00
Zoning Manager	1.00	T	1.00	0.00
Building Code Enforcement Inspector	5.00	Q	5.00	0.00
Plans Examiner	1.00	Q	1.00	0.00
Mechanical Code Enforcement Inspector	1.00	Q	1.00	0.00
Code Enforcement Inspector	18.00	P	18.00	0.00
Code Enforcement Administrator	1.00	O	1.00	0.00
Zoning Enforcement Officer	1.00	N	1.00	0.00
Building Permit Director	1.00	M	1.00	0.00
Business Compliance Officer	1.00	M	1.00	0.00
Administrative Supervisor	1.00	L	1.00	0.00
Administrative Clerk III	1.00	I	1.00	0.00
Administrative Clerk I	5.00	G	5.00	0.00
Records Clerk	1.00	C	1.00	0.00
DEPARTMENT TOTAL	42.00		42.00	0.00

Fund: General
Department: Parks and Recreation
Fiscal Year 2021

<u>Job Title</u>	<u>No.</u>	<u>Grade</u>	<u>Revenues</u>	
			<u>City</u>	<u>Special</u>
Director of Parks and Recreation	1.00	E 08	1.00	0.00
Deputy Director of Parks and Recreation	1.00	E 06	1.00	0.00
Administrative Assistant I	1.00	E 01	1.00	0.00
Superintendent of Maintenance, Parks & Recreation	1.00	M 05	1.00	0.00
Superintendent of Recreation	1.00	M 05	1.00	0.00
Youth & Families Manager	1.00	M 05	1.00	0.00
Parks Maintenance Supervisor	2.00	M 04	2.00	0.00
Parks Financial Administrator	1.00	P	1.00	0.00
Nutrition Program Coordinator	1.00	N	0.60	0.40
Program and Grants Coordinator	1.00	N	1.00	0.00
Youth & Families Program Administrator	1.00	N	1.00	0.00
Activities Coordinator	1.00	M	1.00	0.00
Physical Activities Coordinator	1.00	M	1.00	0.00
Recreation Program Coordinator	2.00	M	2.00	0.00
Equipment and Transportation Assistant	1.00	K	1.00	0.00
Accounts & Program Support Coordinator	1.00	H	1.00	0.00
Labor Foreman II	5.00	H	5.00	0.00
Small Engine Mechanic	1.00	H	1.00	0.00
Maintenance Mechanic III	1.00	G	1.00	0.00
Equipment Operator IV	3.00	F	3.00	0.00
Pool Mechanic	1.00	F	1.00	0.00
Labor Foreman I	3.00	E	3.00	0.00
Clerk II	1.00	D	1.00	0.00
Equipment Operator II	3.00	D	3.00	0.00
Nursery Technician	1.00	D	1.00	0.00
General Laborer I	4.00	B	4.00	0.00
DEPARTMENT TOTAL	41.00		40.60	0.40

**Fund: General
 Department: Fire
 Fiscal Year 2021**

<u>Job Title</u>	<u>No.</u>	<u>Grade</u>	<u>Revenues</u>	
			<u>City</u>	<u>Special</u>
Chief of Fire	1.00	E 09	1.00	0.00
Deputy Chief	2.00	E 07	2.00	0.00
Administrative Assistant II	1.00	E 02	1.00	0.00
Battalion Chief	10.00		10.00	0.00
Captain	11.00		11.00	0.00
Lieutenant	29.00		29.00	0.00
Firefighter	103.00		103.00	0.00
Fire Plans Reviewer	1.00	P	1.00	0.00
Executive Assistant to the Chief	1.00	N	1.00	0.00
Fiscal Administrator	1.00	K	1.00	0.00
Administrative Clerk II	1.00	H	1.00	0.00
DEPARTMENT TOTAL	161.00		161.00	0.00

Fund: General
Department: Police
Fiscal Year 2021

<u>Job Title</u>	<u>No.</u>	<u>Grade</u>	<u>Revenues</u>	
			<u>City</u>	<u>Special</u>
Chief of Police	1.00	E 09	1.00	0.00
Police Policy and Communications Director	1.00	E 06	1.00	0.00
Inspector	2.00		2.00	0.00
Captain	7.00		7.00	0.00
Lieutenant	11.00		11.00	0.00
Sergeant	38.00		38.00	0.00
Patrol Officer	260.00		254.57	5.43
Victim Services Supervisor	1.00	S	1.00	0.00
Bilingual Victims Case Coordinator	1.00	Q	1.00	0.00
Cold Case Investigator	1.00	Q	1.00	0.00
Crime Analyst	2.00	Q	2.00	0.00
Domestic Violence Coordinator	1.00	P	1.00	0.00
Communications Supervisor	5.00	O	5.00	0.00
Financial Administrator	1.00	O	1.00	0.00
Youth Intervention Specialist	1.00	N	1.00	0.00
Records Supervisor	1.00	M	1.00	0.00
Information Input Specialist	1.00	K	1.00	0.00
Senior Emergency Communications Specialist	1.00	K	1.00	0.00
Criminal Records Coordinator	1.00	I	1.00	0.00
Emergency Communications Specialist	12.00	I	12.00	0.00
Administrative Clerk II	1.00	H	1.00	0.00
Emergency Call Operator	16.00	H	16.00	0.00
Administrative Clerk I	1.00	G	1.00	0.00
Communications and Data Specialist	6.00	G	6.00	0.00
Document Management Technician	1.00	G	1.00	0.00
Police Records Specialist	1.00	G	1.00	0.00
Police Reports Specialist	1.00	G	1.00	0.00
Property Technician	1.00	M	1.00	0.00
Senior Clerk	1.00	G	1.00	0.00
Vehicle Maintenance Technician	1.00	G	1.00	0.00
Teleserve Operator	4.00	F	4.00	0.00
DEPARTMENT TOTAL	383.00		377.57	5.43

Fund: General
Department: Public Works
Fiscal Year 2021

<u>Job Title</u>	<u>No.</u>	<u>Grade</u>	<u>Revenues</u>	
			<u>City</u>	<u>Special</u>
Commissioner of Public Works	0.25	E 09	0.25	0.00
Deputy Commissioner of Public Works	0.50	E 08	0.50	0.00
Administrative Assistant I	0.25	E 01	0.25	0.00
Director of Transportation	1.00	M 07	1.00	0.00
Administrative Services Director	0.35	M 06	0.35	0.00
City Engineer	0.45	M 06	0.45	0.00
Operations Director	1.00	M 06	1.00	0.00
Transportation Engineer	1.00	T	1.00	0.00
Building Services Manager	1.00	R	1.00	0.00
Contracts & Fleet Administrator	1.00	R	1.00	0.00
Sanitation Manager	1.00	R	1.00	0.00
Construction Supervisor/RCMS MGR	0.50	Q	0.50	0.00
CADD/GIS Engineering Coordinator	1.00	Q	1.00	0.00
Transportation Administrative Supervisor	1.00	P	1.00	0.00
Engineering Records Coordinator	0.25	O	0.25	0.00
Street Cleaning Supervisor	1.00	O	1.00	0.00
Assistant Sanitation Supervisor	2.00	N	2.00	0.00
Assistant Building Services Manager	1.00	N	1.00	0.00
Constituent Services Supervisor	0.30	M	0.30	0.00
ITMS Senior Technician	1.00	M	1.00	0.00
Traffic Maintenance Foreman	1.00	M	1.00	0.00
Administrative Coordinator	0.50	M	0.50	0.00
Assistant Street Cleaning Supervisor	2.00	L	2.00	0.00
Assistant Street and Sewer Maintenance Supervisor	0.20	L	0.20	0.00
Assistant Constituent Services Supervisor	0.30	K	0.30	0.00
Purchasing Coordinator I	0.70	J	0.70	0.00
Administrative Clerk III	0.50	I	0.50	0.00
Building Services Foreman	1.00	I	1.00	0.00
Constituent Services Assistant	0.90	I	0.90	0.00
Construction Inspector	1.00	I	1.00	0.00
Account Technician	0.50	H	0.50	0.00
Equipment Operator V	1.40	H	1.40	0.00
Labor Foreman II	0.20	H	0.20	0.00
Signal Electrician	4.00	H	4.00	0.00
Building Technician I	1.00	G	1.00	0.00
Traffic Maintenance Technician II	4.00	G	4.00	0.00
Traffic Technician II	2.00	G	2.00	0.00
Equipment Operator IV	13.00	F	13.00	0.00
Sanitation Driver	15.00	E	15.00	0.00
Sanitation Worker	25.00	E	25.00	0.00
Equipment Operator II	10.00	D	10.00	0.00
General Laborer II	3.00	C	3.00	0.00
General Laborer I	17.00	B	17.00	0.00
DEPARTMENT TOTAL	120.05		120.05	0.00

Fund: Water and Sewer
Department: Public Works
Fiscal Year 2021

<u>Job Title</u>	<u>No.</u>	<u>Grade</u>	<u>Revenues</u>	
			<u>City</u>	<u>Special</u>
Commissioner of Public Works	0.75	E 09	0.75	0.00
Deputy Commissioner of Public Works	0.50	E 08	0.50	0.00
Administrative Assistant I	0.75	E 01	0.75	0.00
Water Division Director	1.00	M 07	1.00	0.00
Administrative Services Director	0.65	M 06	0.65	0.00
Assistant Water Division Director	2.00	M 06	2.00	0.00
City Engineer	0.55	M 06	0.55	0.00
Water Quality Manager	1.00	M 05	1.00	0.00
Manager of Sustainability & Environmental Compliance	1.00	S	1.00	0.00
Civil Engineer	2.00	R	2.00	0.00
Contracts & Maintenance Supervisor	1.00	R	1.00	0.00
Forestry Programs & Operation Supervisor	1.00	R	1.00	0.00
Water Utility Project Manager	1.00	R	1.00	0.00
Construction Supervisor/RCMS MGR	0.50	Q	0.50	0.00
Water Distribution Supervisor	2.00	Q	2.00	0.00
Water Meter Supervisor	1.00	Q	1.00	0.00
Water Production Supervisor	1.00	Q	1.00	0.00
Assistant Water Distribution Supervisor	1.00	P	1.00	0.00
Assistant Water Production Supervisor	1.00	P	1.00	0.00
Water Quality Assistant	1.00	P	1.00	0.00
Wet Weather Administrator	1.00	P	1.00	0.00
Engineering Records Coordinator	0.75	O	0.75	0.00
Sewer Maintenance Supervisor	1.00	O	1.00	0.00
City Forester	1.00	N	1.00	0.00
Constituent Services Supervisor	0.70	M	0.70	0.00
GIS Technician II	1.00	M	1.00	0.00
Water Production Maintenance Foreman	2.00	M	2.00	0.00
Administrative Coordinator	0.50	M	0.50	0.00
Assistant Street and Sewer Maintenance Supervisor	0.80	L	0.80	0.00
Assistant Water Meter Supervisor	1.00	L	1.00	0.00
Water Quality Specialist	3.00	L	3.00	0.00
Chief Construction Inspector	1.00	K	1.00	0.00
Assistant Constituent Services Supervisor	0.70	K	0.70	0.00
GIS Technician I	1.00	J	1.00	0.00
Purchasing Coordinator I	1.30	J	1.30	0.00
Tree Climber II/Tree Crew Foreman	1.00	J	1.00	0.00
Water Systems Valve Technician	1.00	J	1.00	0.00
Administrative Clerk III	0.50	I	0.50	0.00
Constituent Services Assistant	2.10	I	2.10	0.00
Construction Inspector	4.00	I	4.00	0.00
Labor Foreman III	3.00	I	3.00	0.00
Account Technician	0.50	H	0.50	0.00
Equipment Operator V	4.60	H	4.60	0.00
Labor Foreman II	0.80	H	0.80	0.00

Fund: Water and Sewer (Continued)
Department: Public Works
Fiscal Year 2021

<u>Job Title</u>	<u>No.</u>	<u>Grade</u>	Revenues	
			<u>City</u>	<u>Special</u>
Plant Mechanic II	5.00	H	5.00	0.00
Plant Operator III	8.00	H	8.00	0.00
Welder	1.00	H	1.00	0.00
Maintenance Mechanic III	9.00	G	9.00	0.00
Equipment Operator IV	1.00	F	1.00	0.00
Maintenance Mechanic II	3.00	F	3.00	0.00
Tree Climber I	1.00	F	1.00	0.00
Equipment Operator III	1.00	E	1.00	0.00
Maintenance Mechanic I	1.00	E	1.00	0.00
Technical Maintenance Mechanic I	1.00	E	1.00	0.00
Equipment Operator II	2.00	D	2.00	0.00
General Laborer III	9.00	D	9.00	0.00
Equipment Operator I	1.00	C	1.00	0.00
General Laborer II	7.00	C	7.00	0.00
DEPARTMENT TOTAL	104.95		104.95	0.00

Fund: General
Department: Real Estate and Housing
Fiscal Year 2021

<u>Job Title</u>	<u>No.</u>	<u>Grade</u>	<u>Revenues</u>	
			<u>City</u>	<u>Special</u>
Director of Real Estate and Housing	1.00	E 08	0.60	0.40
Director of Rehabilitation	1.00	M 05	0.00	1.00
Senior Program Director	1.00	M 05	0.35	0.65
Acquisition & Disposition Manager	1.00	Q	0.50	0.50
Development Specialist	1.00	Q	0.46	0.54
Program Administrator	1.00	P	0.21	0.79
Financial Administrator	1.00	O	0.00	1.00
Senior Rehabilitation Specialist II	2.00	N	0.13	1.87
GIS Technician I	1.00	J	0.50	0.50
Administrative Clerk II	1.00	H	0.00	1.00
DEPARTMENT TOTAL	11.00		2.75	8.25

ATTACHMENT B

**City of Wilmington
Executive and Managerial
Position Level Salary Structure Matrix
FY 2021**

	Salary Range <u>07/01/20 - 06/30/21</u>	
<u>Level 1</u>	\$41,098	\$62,468
Administrative Assistant I Mayor's Office Receptionist		
<u>Level 2</u>	\$45,429	\$69,960
Administrative Assistant II Constituent Services Officer		
<u>Level 3</u>	\$50,078	\$78,123
Communications Assistant Community Referral Specialist		
<u>Level 4</u>	\$55,422	\$87,566
Arts & Cultural Outreach Specialist Digital & Social Media Manager Economic Development Project Manager I Human Resources Administrator Legal Office Administrator Marketing & Special Projects Coordinator Office Manager/Administrative Assistant Parks Maintenance Supervisor Special Assistant Special Assistant for Community Engagement		
<u>Level 5</u>	\$61,313	\$97,863
Best Practices/Innovation Specialist Director of Constituent Services Division Director of Rehabilitation Occupational Health, Safety & Loss Prevention Program Manager Planning Grants Coordinator Senior Financial Analyst Senior Program Director Small & Minority Business Development Manager Superintendent of Maintenance, Parks & Recreation Superintendent of Recreation Youth & Families Manager Water Quality Manager		

Salary Range
07/01/20 - 06/30/21

<u>Level 6</u>	\$68,388	\$109,419
Accounting Manager		
Administrative Services Director		
Assistant Budget Director		
Assistant Water Division Director		
Auditing Manager		
City Engineer		
Customer Service Manager		
Deputy Director of Parks & Recreation		
Director of Classification & Compensation		
Director of Cultural Affairs		
Employee Benefits Manager		
Operations Director		
Police Policy & Communications Director		
Policy Analyst		
Principal Analyst		
Procurement Manager		
Revenue Manager		
Tax Manager		
<u>Level 7</u>	\$73,789	\$118,799
Assistant City Solicitor		
Deputy Chief of Fire		
Deputy Commissioner of Licenses & Inspections		
Deputy Director of Economic Development		
Director of Employment Services		
Director of Integrated Technologies		
Director of Transportation		
Emergency Management Director		
Planning Manager		
Special Assistant to the Mayor for Employment Initiatives		
Water Division Director		
<u>Level 8</u>	\$79,534	\$127,939
Budget Director		
City Auditor		
Deputy Commissioner of Public Works		
Deputy Director of Human Resources		
Deputy Finance Director		
Director of Parks & Recreation		
Director of Planning and Development		
Director of Real Estate & Housing		
Senior Assistant City Solicitor		

Salary Range
07/01/20 - 06/30/21

<u>Level 9</u>	\$85,765	\$138,081
Chief of Fire		
Chief of Police*		
Commissioner of Licenses & Inspections		
Commissioner of Public Works		
Deputy City Solicitor		
Director of Economic Development		
Director of Human Resources		
<u>Level 10</u>	\$92,363	\$148,704
City Solicitor		
Deputy Chief of Staff for Fiscal and Management Operations		
Deputy Chief of Staff for Policy and Communications		
Director of Finance		
<u>Level 11</u>	\$99,696	\$160,512
Chief of Staff		

*Declared Rate for Chief of Police increased beyond salary range per Ord #17-013

Effective: 07/01/20
Revised: 03/26/20

**City of Wilmington
Salary Review Matrix
FY '21**

	First Third	Middle Third	Top Third
Far Above Expectations	Up to 5%	Up to 5%	Up to 5%
Above Expectations	Up to 4%	Up to 4%	Up to 4%
Meets Expectations	Up to 3%	Up to 3%	Up to 3%
Below Expectations	Up to 1%	Up to 1%	Up to 1%
Far Below Expectations	0%	0%	0%

DECLARED RATES

Department Heads

FY 2021

Title	Salary
Mayor	\$150,293
Chief of Staff	\$148,050
City Treasurer	\$147,006
City Solicitor	\$147,912
Commissioner of Public Works	\$138,081
Chief of Police*	\$200,346
Director of Finance	\$148,704
Director of Human Resources	\$138,081
Chief of Fire	\$138,081
Director of Economic Development	\$138,081
Commissioner of Licenses and Inspections	\$138,081
City Auditor	\$127,939
Director of Parks and Recreation	\$127,939
Director of Planning and Development	\$127,939
Director of Real Estate and Housing	\$127,939

The Declared Rate Listing states the maximum salary for each position for each fiscal year. The actual salaries may be less than the declared rates.

*Declared Rate for Chief of Police increased beyond salary range per Ord #17-013

Revised: 03/24/20

City of Wilmington
Fiscal Year 2021
Executive and Managerial Pay Plan

	First Third	Second Third	Top Third
Level 1	\$41,098 - \$46,441	\$46,442 - \$57,125	\$57,126 - \$62,468
Level 2	\$45,429 - \$51,562	\$51,563 - \$63,826	\$63,827 - \$69,960
Level 3	\$50,078 - \$57,089	\$57,090 - \$71,111	\$71,112 - \$78,123
Level 4	\$55,422 - \$63,458	\$63,459 - \$79,529	\$79,530 - \$87,566
Level 5	\$61,313 - \$70,451	\$70,452 - \$88,725	\$88,726 - \$97,863
Level 6	\$68,388 - \$78,646	\$78,645 - \$99,160	\$99,161 - \$109,419
Level 7	\$73,789 - \$85,042	\$85,043 - \$107,546	\$107,547 - \$118,799
Level 8	\$79,534 - \$91,635	\$91,636 - \$115,837	\$115,838 - \$127,939
Level 9	\$85,765 - \$98,844	\$98,845 - \$125,001	\$125,002 - \$138,081
Level 10	\$92,363 - \$106,448	\$106,449 - \$134,618	\$134,619 - \$148,704
Level 11	\$99,696 - \$114,900	\$114,901 - \$145,307	\$145,308 - \$160,512

Revised: 03/24/20

ATTACHMENT C

Non-Union Pay Scale
07/01/20 - 06/30/21
2%

	Step I	Step II	Step III	Step IV	Step V	Step VI	Step VII
A	\$25,504.71	\$26,780.59	\$28,120.97	\$28,683.91	\$29,258.81	\$29,845.23	\$30,444.18
B	\$26,801.40	\$28,707.81	\$30,746.81	\$31,676.68	\$32,311.57	\$32,959.19	\$33,619.77
C	\$28,164.01	\$29,868.67	\$31,519.68	\$32,151.41	\$32,795.80	\$33,620.39	\$34,637.17
D	\$29,595.92	\$31,076.46	\$32,631.07	\$33,285.09	\$33,952.22	\$34,805.86	\$35,858.50
E	\$31,100.60	\$32,656.43	\$34,290.08	\$34,977.34	\$35,678.37	\$36,575.44	\$37,681.59
F	\$32,681.80	\$34,316.73	\$36,033.43	\$36,755.65	\$37,492.32	\$38,243.76	\$39,498.87
G	\$33,999.95	\$35,522.31	\$37,112.84	\$37,856.67	\$38,615.41	\$39,586.31	\$40,783.53
H	\$36,085.84	\$38,269.96	\$40,586.27	\$41,399.73	\$42,651.79	\$43,941.71	\$45,270.64
I	\$38,299.69	\$40,215.65	\$42,649.74	\$43,504.54	\$44,376.49	\$45,265.91	\$46,173.17
J	\$40,246.90	\$42,260.27	\$44,374.36	\$45,603.21	\$46,517.22	\$47,449.54	\$48,400.57
K	\$42,716.04	\$44,852.92	\$47,096.71	\$48,040.66	\$49,003.52	\$49,985.67	\$50,987.52
L	\$44,438.89	\$46,661.97	\$48,996.25	\$49,978.28	\$50,979.96	\$52,391.76	\$53,441.82
M	\$46,698.22	\$49,034.33	\$51,487.29	\$52,781.83	\$53,839.72	\$55,330.70	\$56,862.97
N	\$49,047.89	\$51,501.54	\$54,077.91	\$55,161.79	\$56,267.37	\$57,969.07	\$59,722.24
O	\$51,283.83	\$54,253.21	\$57,536.92	\$58,690.12	\$59,866.42	\$61,066.30	\$62,290.24
P	\$53,487.00	\$56,443.52	\$59,711.64	\$60,908.42	\$62,129.17	\$63,374.41	\$64,644.60
Q	\$56,065.82	\$58,870.53	\$61,815.56	\$63,054.51	\$64,639.89	\$65,935.44	\$67,256.96
R	\$58,768.99	\$61,708.93	\$64,795.96	\$66,094.64	\$67,419.36	\$68,770.63	\$70,148.95
S	\$61,448.09	\$64,522.07	\$67,749.81	\$69,107.71	\$70,492.80	\$71,905.66	\$73,346.85
T	\$67,316.52	\$72,451.16	\$77,977.45	\$79,540.33	\$81,134.52	\$82,760.67	\$84,419.42

AN ORDINANCE AUTHORIZING THE ISSUANCE OF THE CITY'S GENERAL OBLIGATION BONDS AND/OR GENERAL OBLIGATION BOND ANTICIPATION NOTES, IN ONE OR MORE SERIES ON A TAX-EXEMPT AND/OR TAXABLE BASIS, IN ORDER TO PROVIDE THE FUNDS TO FINANCE VARIOUS CAPITAL PROJECTS OF THE CITY; PROVIDING FOR THE SALE OF THE BONDS; AND AUTHORIZING OTHER NECESSARY ACTION

#4861

Sponsor:

WHEREAS, the City presently intends to fund various, duly authorized capital projects specified in the City's capital budgets for its Fiscal Years ending June 30, 2018 and June 30, 2020, as amended and supplemented from time to time (the "Project"); and

Council Member Freel

WHEREAS, in order to finance the Project, the City has determined to issue its General Obligation Bonds in an aggregate principal amount not to exceed \$42,000,000 in one or more series on a tax-exempt and/or taxable basis, and/or its General Obligation Bond Anticipation Notes in anticipation thereof; and

Co-Sponsor:

Council President Shabazz

WHEREAS, the City has heretofore adopted the General Obligation Bond Ordinance, No. 83-019, Division 4 of Article VI of Chapter 2 of the Wilmington City Code (the "General Ordinance"), authorizing the City to issue General Obligation Bonds secured by a pledge of the City's full faith, credit and taxing power, for the purpose of, among other things, paying the costs of capital projects of the City; and

WHEREAS, this Ordinance is a Supplemental Ordinance adopted pursuant to the General Ordinance and provides for the issuance and sale of the Bonds.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF WILMINGTON HEREBY ORDAINS:

SECTION 1. Defined Terms. Terms used in this Ordinance and not otherwise defined shall have the meaning specified in the General Ordinance.

SECTION 2. Authorization of General Obligation Bonds. The City hereby authorizes the issuance of its General Obligation Bonds in an aggregate principal amount not to exceed \$42,000,000 in one or more series on a tax-exempt and/or taxable basis (the "Bonds"), and/or its General Obligation Bond Anticipation Notes in anticipation thereof (the "BAN") in order to finance the Project. The Bonds shall be issued pursuant to and in accordance with the General Ordinance, as supplemented by this Ordinance and the Bond Committee Resolution (as defined herein) for the purpose of financing the Project, including the costs and expenses associated with issuing and providing for on-going continuing legal compliance of the Bonds. The Bonds and the BAN shall be sold at private negotiated sale or competitive sale as determined by such Resolution of the Bond Committee. It is intended that the BAN will be paid from the proceeds of the Bonds.

The Bonds and the BAN shall be awarded and sold by the Bond Committee to an underwriter or group of underwriters, or to one or more financial institutions (the

“Underwriter” or “Bank”, as appropriate) to be selected by the Bond Committee at a purchase price and in accordance with such terms and conditions as will be set forth: (i) in the case of a negotiated sale, in a Bond Purchase Agreement or a Note Purchase Agreement to be entered into by the Underwriter/Bank and the City, or (ii) in the case of a competitive sale, in a Bid Form submitted to the Bond Committee in response to an Invitation to Bid prepared and distributed by the Bond Committee. In the case of clause (ii) above, the Bond Committee will accept the Bid Form which represents the lowest true interest cost to the City. The appropriate officials of the City are hereby authorized to enter into such Bond Purchase Agreement or Note Purchase Agreement and to execute the Bond Purchase Agreement or Note Purchase Agreement on behalf of the City, or to accept the most favorable Bid Form.

The Bonds and the BAN shall bear such rate or rates of interest provided that the true interest cost of the Bonds or the BAN does not exceed 6.0%, shall mature in such principal amounts and on such dates, shall be subject to redemption, shall bear such series designation, shall be sold at such price and in such manner, and shall be in such forms and contain or be subject to such other terms and conditions, as shall be determined in the Resolution adopted by the Bond Committee (the “Bond Committee Resolution”). A series designation for any particular series of bonds shall be made in the Bond Committee Resolution corresponding to such series.

SECTION 3. Authorization of Paying Agent’s Agreement. A fiscal agent, paying agent and registrar for the Bonds (the “Paying Agent”) may be selected and appointed by the Bond Committee. In the event that it is determined that it is advantageous to use a Paying Agent, the appropriate officials of the City are hereby authorized and directed to contract with the Paying Agent in connection with the performance of duties as paying agent and registrar on the usual and customary terms. The Paying Agent Agreement shall be in such form as shall be approved by the Bond Committee.

SECTION 4. Preparation of Preliminary Official Statement. The Bond Committee is authorized and directed to prepare, approve and “deem final” a Preliminary Official Statement and an Official Statement with respect to the Bonds to be used in connection with the public sale of the Bonds. The final Official Statement shall contain the final terms of the Bonds and shall be prepared for use in the public offering and sale of the Bonds.

SECTION 5. Execution of the Bonds and the BAN. The Bonds and the BAN shall be executed by the manual or facsimile signatures of the Mayor, the City Treasurer and the City Auditor, and by the actual or facsimile impression of the seal of the City, both attested by the manual or facsimile signatures of the City Clerk or Deputy City Clerk.

SECTION 6. Security for the Bonds and the BAN. The full faith, credit and taxing power of the City is hereby pledged to the prompt payment of the principal of, premium, if any, and the interest on the Bonds and the BAN. The Bonds and the BAN shall be the direct and unlimited obligations of the City, and unless paid from other sources, the City shall levy ad valorem taxes upon all taxable property in the City for the payment of the Bonds and the BAN without limitation as to rate or amount.

SECTION 7. Federal Tax Covenants. In the event that part or all of the Bonds or the BAN are issued on a tax-exempt basis, the City hereby covenants not to take or omit to take any action so as to cause interest on the Bonds or the BAN to be no longer excluded from gross income for purposes of federal income taxation and to otherwise comply with the requirements of Sections 103 and 141 through 150 of the Internal Revenue Code of 1986, as amended (the "Code"), and all applicable regulations promulgated with respect thereto, throughout the term of the Bonds or the BAN. The City further covenants with the registered owners of the Bonds and the BAN that it will make no investments or other use of the proceeds of the Bonds or the BAN which would cause such Bonds or BAN to be "arbitrage bonds" as defined in Section 148 of the Code. The City further covenants to comply with the rebate requirements (including the prohibited payment provisions) contained in Section 148(f) of the Code in any regulations promulgated thereunder, to the extent applicable, and to pay any interest or penalty imposed by the United States for failure to comply with rebate requirements, to the extent applicable. In the event the Bonds or the BAN could be issued on a bank-eligible basis, the Bond Committee is hereby delegated the authority to designate the Bonds or the BAN pursuant to Section 265 of the Code.

SECTION 8. Official Intent. In accordance with Treasury Reg. § 1.150-2, the City hereby confirms its intentions that a portion of the proceeds of the Bonds or the BAN authorized by this Ordinance, or any other obligations issued by the City, will be used to reimburse itself for qualifying expenditures of the Project paid prior to the date of issuance of the Bonds or the BAN authorized by this Ordinance. All original expenditures to be reimbursed will be capital expenditures (as defined in Treas. Reg. §1.150-1(b)) and other amounts permitted to be reimbursed pursuant to Treas. Reg. §1.150-2(d)(3) and (f).

SECTION 9. Further Action. The appropriate officers of the City are hereby authorized and directed to take all such action, execute, deliver, file and record all such documents, publish all notices and otherwise carry out the intent of the General Ordinance and this Ordinance in the name of and on behalf of the City.

SECTION 10. Inconsistent Provisions. In the event that any provision of the Bonds or the BAN, or any term or condition contained in any agreement relating to the Bonds or the BAN or in this Ordinance, shall be inconsistent with any of the provisions of the General Ordinance, the provision of the Bonds or the BAN, such agreements and this Ordinance shall be controlling with respect to the Bonds or the BAN, such agreements and this Ordinance.

SECTION 11. Relation to General Ordinance. This Ordinance is supplemental to the General Ordinance and all sections of the General Ordinance, except as modified herein in accordance therewith, are applicable to the Bonds and the BAN authorized hereunder. This Ordinance shall take effect immediately upon its passage.

SECTION 12. Effective Date. This Ordinance shall be deemed effective as of its date of passage by City Council and approval by the Mayor.

First Reading.....September 17, 2020
Second Reading.....September 17, 2020
Third Reading.....

Passed by City Council,

President of City Council

ATTEST: _____
City Clerk

Approved this ____ day of _____, 2020.

Mayor

SYNOPSIS: This Ordinance authorizes the issuance of up to \$42,000,000 aggregate principal amount of General Obligation Bonds (the “Bonds”), and/or General Obligation Bond Anticipation Notes (the “BAN”) in anticipation thereof, in order to: (i) finance any duly authorized capital project of the City specified in the City’s capital budgets for its Fiscal Years ending June 30, 2018 and June 30, 2020; and (ii) pay the costs associated with the issuance of the Bonds and the BAN.

W0111774

**AN ORDINANCE TO AUTHORIZE AND APPROVE A CONTRACT
BETWEEN THE CITY OF WILMINGTON AND AXON ENTERPRISE, INC.
FOR BODY CAMERAS AND RELATED SERVICES**

#4862 **WHEREAS**, pursuant to Section 2-308 and Section 8-200 of the City Charter, the City of Wilmington is authorized to enter into contracts for the supply of personal property or the rendering of services for a period of more than one year if approved by City Council by ordinance; and

Sponsor:

Council Member Freel

Co-Sponsor: **WHEREAS**, the City desires to enter into a Master Services and Purchasing Agreement (the “Agreement”) with Axon Enterprise, Inc. (“Axon”) to purchase body cameras and related services for the implementation of a body camera program for the Wilmington Police Department, a copy of which, in substantial form, is attached hereto and incorporated by reference herein as Exhibit “A”; and

Council President Shabazz

WHEREAS, the term of the Agreement is for a period of five (5) years commencing upon execution of the Agreement, at an estimated total price of One Million, Nine Hundred Fifty-Four Thousand, Eight Hundred Thirty-Six Dollars (\$1,954,836.00); and

WHEREAS, it is the recommendation of the Police Department that the City enter into the Agreement with Axon for a period of five (5) years.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF WILMINGTON HEREBY ORDAINS:

SECTION 1. The Master Services and Purchasing Agreement between the City of Wilmington and Axon Enterprise, Inc., a copy of which Agreement, in substantial form, is attached hereto as Exhibit “A,” for the period of five (5) years, at an estimated total price of One Million, Nine Hundred Fifty-Four Thousand, Eight Hundred Thirty-Six Dollars (\$1,954,836.00), is hereby approved, and the Mayor, or his designee, is hereby authorized to

execute as many copies of the Agreement, as well as take all additional undertakings related thereto, as may be necessary.

SECTION 2. This Ordinance shall become effective upon its passage by City Council and approval by the Mayor.

First Reading..... October 1, 2020
Second Reading..... October 1, 2020
Third Reading.....

Passed by City Council,

President of City Council

ATTEST: _____
City Clerk

Approved this ____ day of _____, 2020.

Mayor

SYNOPSIS: This Ordinance authorizes the execution of Master Services and Purchasing Agreement (the “Agreement”) with Axon Enterprise, Inc. to purchase body cameras and related services for the implementation of a body camera program for the Wilmington Police Department. The Agreement is for a period of five (5) years commencing on the date of its execution at a total estimated price of One Million, Nine Hundred Fifty-Four Thousand, Eight Hundred Thirty-Six Dollars (\$1,954,836.00).

FISCAL IMPACT STATEMENT: The fiscal impact of this Ordinance is a contract for the period of five (5) years commencing on the date of its execution at a total estimated price of One Million, Nine Hundred Fifty-Four Thousand, Eight Hundred Thirty-Six Dollars (\$1,954,836.00).

EXHIBIT A

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc., a Delaware corporation ("**Axon**"), and the City of Wilmington, Delaware ("**Agency**"). This Agreement is effective as of the last signature date on this Agreement ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**". This Agreement governs Agency's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). The Parties therefore agree as follows:

1 **Term.** This Agreement begins on the Effective Date and continues for 5 years ("**Term**"). New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

2 **Definitions.**

"**Axon Cloud Services**" means Axon's web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Evidence.com and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

"**Axon Devices**" means all hardware provided by Axon under this Agreement.

"**Quote**" means an offer to sell and is only valid for devices and services on the quote at the specified prices. Any terms within Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any offer by Axon, and Axon reserves the right to cancel any orders resulting from such errors.

"**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

3 **Payment.** Axon invoices upon shipment. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for reasonable collection and attorneys' fees. Axon shall provide Agency with 10 days' notice prior to sending a past due account to collections.

4 **Taxes.** Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate. Axon shall withhold, if applicable, City of Wilmington wage taxes from the compensation of its officers, agents, and employees as required by the City of Wilmington wage tax law.

5 **Shipping.** Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are FOB shipping point via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.

6 **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7 **Warranty.**

7.1 **Hardware Limited Warranty.** Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for 1 year from the date of Agency's receipt, except Signal Sidearm, which Axon warrants for 30 months from the date of Agency's receipt. Axon warrants its

Axon-manufactured accessories for 90-days from the date of Agency's receipt. Used conducted energy weapon ("CEW") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the 1-year hardware warranty through the extended warranty term. Non-Axon manufactured Devices are not covered by Axon's warranty. Agency should contact the manufacturer for support of non-Axon manufactured Devices.

- 7.2 Claims.** If Axon receives a valid warranty claim for an Axon manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Device with the same or like Device, at Axon's option. A replacement Device will be new or like new. Axon will warrant the replacement Device for the longer of (a) the remaining warranty of the original Device or (b) 90-days from the date of repair or replacement.

If Agency exchanges a device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering a Device for service, Agency must upload Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Device sent to Axon for service.

- 7.3 Spare Devices.** Axon may provide Agency a predetermined number of spare Devices as detailed in the Quote ("**Spare Devices**"). Spare Devices will replace broken or non-functioning units. If Agency utilizes a Spare Device, Agency must return to Axon, through Axon's warranty return process, any broken or non-functioning units. Axon will repair or replace the unit with a replacement Device. Upon termination, Axon will invoice Agency the Manufacturer's Suggested Retail Price (MSRP) then in effect for all Spare Devices provided. If Agency returns the Spare Devices to Axon within 30 days of the invoice date, Axon will issue a credit and apply it against the invoice.

- 7.4 Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Device use instructions; (b) Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Device; (d) force majeure; (e) Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Devices with a defaced or removed serial number.

7.4.1 To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement.

7.4.2 Axon's cumulative liability to any Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the total purchase price paid to Axon by the Agency under this Agreement for all Axon Devices and Services. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.

- 8 Statement of Work.** Certain Axon Devices and Services, including Axon Records, Axon CAD, Axon Interview Room, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Agency, Axon is only responsible to perform Services described in

the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.

- 9** **Device Warnings.** See www.axon.com/legal for the most current Axon device warnings.
- 10** **Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Devices and Services previously purchased by Agency.
- 11** **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. The General Liability insurance shall cover personal injury, including death, and property damage in the minimum amount of one million dollars (\$1,000,000.00). The Workers' Compensation insurance shall be in the amount required by law. The General Liability and Automobile Liability insurance shall name Agency as an additional insured. The insurance policies shall be issued by a financially sound carrier and/or carriers and shall be subject to the reasonable approval of Agency. Axon shall supply Agency with certificates of insurance evidencing the aforementioned coverage.
- 12** **Indemnification.** Axon will defend, indemnify, and hold harmless Agency and its officers, directors, agents, and employees ("**Agency Indemnitees**") from and against any and all claims, demands, damages, actions, liabilities, losses, and reasonable expenses (including reasonable attorneys' fees) arising out of a third-party claim against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct by Axon, its officers, directors, agents, employees, or subcontractors, under this Agreement, except to the extent of Agency's negligence or willful misconduct, or claims under workers compensation.
- 13** **IP Rights.** Axon owns and reserves all right, title, and interest in Axon Devices and Services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.
- 14** **IP Indemnification.** Axon will defend, indemnify, and hold harmless Agency Indemnitees against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.
- 15** **Agency Responsibilities.** Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; and (c) a dispute between Agency and a third-party over Agency's use of Axon Devices.
- 16** **Termination.**
- 16.1 For Breach.** A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.

- 16.2 By Agency.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.
- 16.3 Effect of Termination.** Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Devices received and amounts paid towards those Devices. If terminating for non-appropriation, Agency may return Devices to Axon within 30 days of termination. MSRP is the standalone price of the individual Device at the time of sale. For bundled Devices, MSRP is the standalone price of all individual components.
- 17 Confidentiality. "Confidential Information"** means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for 5-years thereafter. Axon pricing is Confidential Information and competition sensitive. If Agency is required by law to disclose Axon pricing, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.
- 18 General.**
- 18.1 Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.
- 18.2 Independent Contractors.** The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.
- 18.3 Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 18.4 Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on: race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.
- 18.5 Export Compliance.** Each Party will comply with all import and export control laws and regulations.
- 18.6 Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent but with prior notice to Agency: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties' respective successors and assigns.



Master Services and Purchasing Agreement

- 18.7 Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 18.8 Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 18.9 Survival.** The following sections will survive termination: Payment, Warranty, Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.
- 18.10 Governing Law.** The laws of the state where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. All disputes in connection with this Agreement shall be resolved by the courts of New Castle County, Delaware. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 18.11 Notices.** All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective upon delivery. Contact information for notices:
- | | |
|---|--|
| Axon: Axon Enterprise, Inc.
Attn: Legal
17800 N. 85th Street
Scottsdale, Arizona 85255
legal@axon.com | Agency: City of Wilmington, Delaware
Attn: Inspector Cecilia Ashe
300 North Walnut Street
Wilmington, Delaware 19801
cecilia.ashe@cj.state.de.us |
|---|--|
- 18.12 Business License.** If required by applicable law, Axon shall obtain and/or maintain an appropriate business license from the Agency's Department of Finance.
- 18.13 Entire Agreement.** This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each representative identified below declares that the representative is authorized to execute this Agreement as of the date of signature.

Axon Enterprise, Inc.

City of Wilmington, Delaware

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Axon Cloud Services Terms of Use Appendix

1 **Definitions.**

“Agency Content” is data uploaded into, ingested by, or created in Axon Cloud Services within Agency’s tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.

“Evidence” is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.

“Non-Content Data” is data, configuration, and usage information about Agency’s Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.

2 **Subscription Term.** For Axon Evidence subscriptions, including Fleet 2 Unlimited, the subscription begins after shipment of the applicable Axon Device. If Axon ships the Device in the first half of the month, the start date is the 1st of the following month. If Axon ships the Device in the second half of the month, the start date is the 15th of the following month. For phased deployments, the start date begins on shipment of phase one. For purchases solely of Axon Evidence subscriptions, the start date is the Effective Date. The Axon Evidence subscription term ends upon completion of the Axon Evidence subscription stated in the Quote (**“Axon Evidence Subscription Term”**). Start dates for Axon Records and Axon Dispatch will be addressed through an SOW.

3 **Access.** Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data (**“TASER Data”**). Agency may not upload non-TASER Data to Axon Evidence Lite.

4 **Agency Owns Agency Content.** Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content are not business records of Axon. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will have limited access to Agency Content solely for providing and supporting Axon Cloud Services to Agency and Agency end users.

5 **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

6 **Agency Responsibilities.** Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user’s use of Agency Content or Axon Cloud Services

violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Cloud Services.

Agency will also maintain the security of end user names and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.

7 **Privacy.** Axon will not disclose Agency Content or information about Agency except as compelled by a court or administrative body or required by law or regulation. If Axon receives a disclosure request for Agency Content, Axon will give Agency as much notice as reasonably possible, unless legally prohibited from doing so, to allow Agency to file an objection with the court or administrative body. Agency agrees to allow Axon access to certain information from Agency to (a) perform troubleshooting services upon request or as part of regular diagnostic screening; (b) enforce this Agreement or policies governing the use of Axon Evidence; or (c) perform analytic and diagnostic evaluations of the systems.

8 **Storage.** For Axon Evidence Unlimited, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or an Axon body-worn camera. For Axon Air Evidence subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from an Axon Air device. For Axon Interview Room Unlimited, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Interview Room hardware. For Axon Fleet Unlimited, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Fleet hardware.

Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.

9 **Location of Storage.** Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.

10 **Suspension.** Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent.

Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.

- 11** **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services.
- 12** **Axon Cloud Services Restrictions.** Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- 12.1.** copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
 - 12.2.** reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
 - 12.3.** access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - 12.4.** use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
 - 12.5.** access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
 - 12.6.** remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
 - 12.7.** use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.
- 13** **After Termination.** Axon will not delete Agency Content for 90-days following termination. There will be no functionality of Axon Cloud Services during these 90-days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these 90-days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.
- 14** **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
- 15** **U.S. Government Rights.** If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.
- 16** **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Storage, Axon Cloud Services Warranty, and Axon Cloud

Services Restrictions.

Professional Services Appendix

- 1 **Utilization of Services.** Agency must use pre-paid professional services as outlined in the Quote and this Appendix within 6 months of the Effective Date.
- 2 **Body-Worn Camera Full Service (BWC Full Service).** BWC Full Service includes 4 consecutive days of on-site service and a professional services manager to work with Agency to assess Agency’s deployment and determine which on-site services are appropriate. If Agency requires more than 4 consecutive on-site days, additional days are \$2,500 per day. BWC Full Service options include:

<p>System set up and configuration</p> <ul style="list-style-type: none"> • Setup Axon View on smartphones (if applicable) • Configure categories and custom roles based on Agency need • Register cameras to Agency domain • Troubleshoot IT issues with Axon Evidence and Axon Dock (“Dock”) access • One on-site session included
<p>Dock configuration</p> <ul style="list-style-type: none"> • Work with Agency to decide the ideal location of Docks and set configurations on Dock • Authenticate Dock with Axon Evidence using admin credentials from Agency • On-site assistance, not to include physical mounting of docks
<p>Best practice implementation planning session</p> <ul style="list-style-type: none"> • Provide considerations for the establishment of video policy and system operations best practices based on Axon’s observations with other agencies • Discuss the importance of entering metadata in the field for organization purposes and other best practice for digital data management • Provide referrals of other agencies using the Axon camera devices and Axon Evidence • Recommend rollout plan based on review of shift schedules
<p>System Admin and troubleshooting training sessions</p> <p>Step-by-step explanation and assistance for Agency’s configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence</p>
<p>Axon instructor training (Train the Trainer)</p> <p>Training for Agency’s in-house instructors who can support Agency’s Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations</p>
<p>Evidence sharing training</p> <p>Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies</p>
<p>End user go-live training and support sessions</p> <ul style="list-style-type: none"> • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
<p>Implementation document packet</p> <p>Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide</p>
<p>Post go-live review</p>

- 3 **Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an

equitable adjustment in the charges or schedule.

- 4 **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.
- 5 **Access Computer Systems to Perform Services.** Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.
- 6 **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional Services and Devices to operate per the Device User Documentation. Before installation of Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Devices are to be installed ("**Installation Site**") per the environmental specifications in the Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Device User Documentation for any Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it.
- 7 **Acceptance.** When Axon completes professional Services, Axon will present an acceptance form ("**Acceptance Form**") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional Services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within 10 business days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within 10 business days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional Services.
- 8 **Agency Network.** For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause, except for any loss, damage, or corruption caused by Axon's gross negligence or willful misconduct or the gross negligence or willful misconduct of Axon's officers, directors, agents, employees, or subcontractors.

Technology Assurance Plan Appendix

If Technology Assurance Plan (“TAP”) or a bundle including TAP is on the Quote, this appendix applies.

- 1 **Term.** TAP begins after shipment of Devices covered under TAP. If Axon ships Devices in the first half of the month, TAP starts the 1st of the following month. If Axon ships Devices in the second half of the month, TAP starts the 15th of the following month. (“TAP Term”).
- 2 **TAP Warranty.** The TAP warranty is an extended warranty that starts at the end of the 1-year Hardware Limited Warranty.
- 3 **Officer Safety Plan Standard.** The Officer Safety Plan Standard (“OSP Standard”) includes Axon Evidence Unlimited, TAP for Axon body-worn camera (“BWC”) and Axon Dock, one TASER X2 or X26P CEW with a 4-year extended warranty, one CEW battery, and one CEW holster. Agency must purchase OSP for 5 years (“OSP Term”). At any time during the OSP Term, Agency may choose to receive the X2 or X26P CEW, battery and holster by providing a \$0 purchase order.
- 4 **Officer Safety Plan 7.** Both the Officer Safety Plan 7 (“OSP 7”) and Officer Safety Plan 7 Plus (“OSP 7 Plus”) include Axon Evidence Unlimited, TAP for Axon BWC and Axon Dock, TASER 7 Certification Plan, Axon Records, and Axon Aware. OSP 7 Plus also includes Axon Aware Plus, Signal Sidearm, Auto-Tagging, Axon Performance, Axon Redaction Assistant, and Axon Citizen for Communities. Both bundles are subject to additional terms for services in their bundle. Agency must purchase an OSP 7 subscription for every TASER 7 CEW user. Agency must accept delivery of the TASER 7 CEW and accessories as soon as available from Axon. Some offerings in the OSP 7 bundles may not be generally available at the time of Agency’s OSP 7 purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency’s election not to utilize any portion of an OSP 7 bundle.
- 5 **OSP 7 Term.** OSP 7 begins after Axon ships the Axon Body 3 or TASER 7 hardware to Agency. If Axon ships in the first half of the month, OSP 7 starts the 1st of the following month. If Axon ships in the second half of the month, OSP 7 starts the 15th of the following month. For phased deployments, each phase has its own start and end date based on the phase’s first shipment per the above. OSP 7 runs for 5 years from the OSP 7 start date (“OSP 7 Term”).
- 6 **TAP BWC Upgrade.** If Agency purchased 3 years of Axon Evidence Unlimited or TAP as a standalone and makes all payments, Axon will provide Agency a new Axon BWC 3 years after TAP starts (“BWC Upgrade”). If Agency purchases 5 years of Axon Evidence Unlimited, an OSP, or TAP as a standalone and makes all payments, Axon will provide Agency a BWC Upgrade 2.5 and 5 years after TAP starts. If Agency purchased TAP as a standalone, Axon will provide a BWC Upgrade that is the same or like Device, at Axon’s option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock. If Agency purchased Axon Evidence Unlimited or an OSP, Agency may choose a new BWC of Agency’s choice.
- 7 **TAP Dock Upgrade.** If Agency purchased 3 years of Dock TAP and makes all payments, Axon will provide Agency a new Axon Dock 3 years after TAP starts (“Dock Upgrade”). If Agency purchases 5 years of Axon Evidence Unlimited, an OSP, or Dock TAP and makes all payments, Axon will provide Agency a Dock Upgrade 2.5 and 5 years after TAP starts. The Dock Upgrade at year 2.5 will only

include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Device, at Axon's option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Device, at Axon's option.

- 8** **Upgrade Delay.** Axon may ship the BWC and Dock Upgrades at year 2.5 without prior confirmation from Agency unless the Parties agree in writing otherwise at least 90 days in advance. Axon may ship the second BWC and Dock Upgrade 60 days before the end of the Term without prior confirmation from Agency.
- 9** **Upgrade Change.** If Agency wants to change Device models for the offered BWC or Dock Upgrade, Agency must pay the price difference between the MSRP for the offered BWC or Dock Upgrade and the MSRP for the model desired. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
- 10** **Return of Original Device.** If Axon provides a warranty replacement 6 months before the date of a BWC Upgrade or Dock Upgrade, the replacement is the upgrade. Within 30 days of receiving a BWC or Dock Upgrade, Agency must return the original Devices to Axon or destroy the Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Devices. If Agency does not return or destroy the Devices, Axon will deactivate the serial numbers for the Devices received by Agency.
- 11** **Termination.** If Agency's payment for TAP, OSP, or Axon Evidence is more than 30 days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
- 11.1.** TAP and OSP coverage terminates as of the date of termination and no refunds will be given.
 - 11.2.** Axon will not and has no obligation to provide the Upgrade Models.
 - 11.3.** Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.

AN ORDINANCE TO AMEND CHAPTER 40 OF THE CITY CODE BY REPEALING AND REPLACING SECTION 40-8 THEREOF REGARDING THE WILMINGTON EMPLOYEE PLAN OF OCCUPATIONAL SAFETY AND HEALTH

#4854

Sponsor:

Council
Member
Guy

WHEREAS, the United States Department Of Labor, Occupational Safety and Health Administration's mission is to ensure that employees work in a safe and healthful environment by setting and enforcing standards, and by providing training, outreach, education and assistance. Employers must comply with all applicable OSHA standards. Employers, as defined by the OSH Act (the "Act), they must also comply with the General Duty Clause of the Act, which requires employers to keep their workplace free of serious recognized hazards that are causing or are likely to cause death or serious physical harm to its employees; and

WHEREAS, a standard (or regulation) is a regulatory requirement established and published by the agency to serve as criteria for measuring whether employers are in compliance with the OSH Act laws. OSHA standards are published in Title 29 of the Code of Federal Regulations (CFR); and

WHEREAS, Delaware is under federal OSHA jurisdiction which covers most private sector workers within the state. State and local government workers are not covered by federal OSHA; and

WHEREAS, State Plans are OSHA-approved workplace safety and health programs operated by individual states or U.S. territories. There are currently 22 State Plans covering both private sector and state and local government workers, and there are six State Plans covering only state and local government workers. State Plans are monitored by OSHA and must be at least as effective as OSHA in protecting workers and in preventing work-related injuries, illnesses, and deaths; and

WHEREAS, the goal of the City of Wilmington is to be at least as effective as OSHA

in protecting city workers and in preventing work-related injuries, illnesses, and deaths.

THE COUNCIL OF THE CITY OF WILMINGTON HEREBY ORDAINS:

SECTION 1. Chapter 40 of the City Code is hereby amended by repealing the stricken language of Section 40-8(a)-(c) and adding the underlined language to read as follows:

Section 40-8. Wilmington Employee Plan of Occupational Safety and Health.

~~(a) A city occupational safety and health plan ("city OSH plan") is hereby established, which shall apply to city employees only.~~

~~(b) A city occupational safety and health committee ("city OSH committee") is hereby established within the personnel department, division of risk management and employee benefits, to carry out the administration and enforcement of the city OSH plan. The personnel department shall coordinate the OSH committee, which shall include those representatives from city departments as may be designated by the city risk management committee.~~

~~(c) Preparation of the city OSH plan shall be the responsibility of the city OSH committee.~~

(a) There is hereby established a Wilmington Occupational Safety and Health Plan ("WOSH Plan") for City of Wilmington employees only. The standards for the WOSH Plan shall be identical to the Federal standards in the Federal Law under OSHA, 29 U.S.C. §651, et seq., and the regulations and guidelines promulgated pursuant thereto, and the provisions of 29 Code of Federal Regulations ("CFR") Part 1910, et seq.

(b) There is hereby established within the Personnel Department, the Wilmington Occupational Safety and Health Administration ("WOSHA") to carry out the administration and enforcement of the Wilmington OSH Plan.

(c) Preparation of the WOSH Plan shall be the responsibility of the WOSHA.

SECTION 2. This Ordinance shall become effective immediately upon its date of

passage by the City Council and approval by the Mayor.

First Reading.....August 27, 2020
Second Reading.... August 27, 2020
Third Reading.....

Passed by City Council,

President of City Council

ATTEST: _____
City Clerk

Approved this _____ day of _____, 2020

Mayor

SYNOPSIS: This Ordinance is being presented by City Council for Council's review and approval. This Ordinance amends Section 40-8 of the City Code by placing responsibility for preparation of the Wilmington Occupational Health and Safety Plan with the Wilmington Occupational Health and Safety Administration.

Wilmington, Delaware
October 1, 2020

#4863

Sponsor:

**Council
Member
Walsh**

WHEREAS, pursuant to Section 2-363 of the City Code, the Council deemed it necessary and proper to specify the requirements for review and approval of City-sponsored grant applications and proposals, including authorization for expedited grant applications when necessary prior to Council’s approval by resolution; and

WHEREAS, the City, through the Wilmington Police Department (“WPD”), has submitted a grant application to the United States Department of Justice, Edward Byrne Memorial Justice Assistance Grant Program; and

WHEREAS, the WPD is eligible for \$196,855.00 in grant funding, which would be used to cover the salary for a civilian cold case investigator in addition to overtime costs as part of overall violent crime reduction efforts; and

WHEREAS, no local matching funds are required; and

WHEREAS, in applying for this funding, the WPD seeks to continue its efforts to seek funding from other entities to help offset the fiscal impact of crime prevention activities on the City budget; and

WHEREAS, the Council deems it necessary and appropriate to authorize the grant application, for the aforesaid purpose.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WILMINGTON that the Wilmington Police Department’s grant application to the United States Department of Justice, Edward Byrne Memorial Justice Assistance Grant Program, is hereby authorized.

BE IT FURTHER RESOLVED that the Chief of Police, or designee, shall be authorized to take all necessary actions to accept any and all funds associated with the grant application and to fulfill the grant requirements.

Passed by City Council,

ATTEST: _____
City Clerk

SYNOPSIS: This Resolution authorizes the Wilmington Police Department's grant application to the United States Department of Justice, Edward Byrne Memorial Justice Assistance Grant Program, for \$196,855.00 in grant funding, which would be used to cover the salary for a civilian cold case investigator in addition to overtime costs as part of overall violent crime reduction efforts. No local matching funds are required.

FISCAL IMPACT STATEMENT: There is no negative fiscal impact to the City because no matching funds are required.

Wilmington, Delaware
October 1, 2020

#4864

Sponsor:

**Council
Member
Walsh**

WHEREAS, pursuant to Section 2-363 of the City Code, the Council deemed it necessary and proper to specify the requirements for review and approval of City-sponsored grant applications and proposals, including authorization for expedited grant applications when necessary prior to Council’s approval by resolution; and

WHEREAS, the City, through the Wilmington Police Department (“WPD”), has submitted a grant application to the State of Delaware Department of Safety and Homeland Security, Fund to Combat Violent Crime FY 2021; and

WHEREAS, the WPD is eligible for \$413,084.82 in grant funding, which would be eligible to cover overtime costs as part of overall violent crime reduction efforts; and

WHEREAS, no local matching funds are required; and

WHEREAS, in applying for this funding, the WPD seeks to continue its efforts to seek funding from other entities to help offset the fiscal impact of crime prevention activities on the City budget; and

WHEREAS, the Council deems it necessary and appropriate to authorize the grant application, for the aforesaid purpose.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WILMINGTON that the Wilmington Police Department’s grant application to the State of Delaware Department of Safety and Homeland Security, Fund to Combat Violent Crime FY 2021, is hereby authorized.

BE IT FURTHER RESOLVED that the Chief of Police, or designee, shall be authorized to take all necessary actions to accept any and all funds associated with the grant application and to fulfill the grant requirements.

Passed by City Council,

ATTEST: _____
City Clerk

SYNOPSIS: This Resolution authorizes the Wilmington Police Department's grant application to the State of Delaware Department of Safety and Homeland Security, Fund to Combat Violent Crime FY 2021, for \$413,084.82 in grant funding which would be eligible to cover overtime costs as part of overall violent crime reduction efforts. No local matching funds are required.

FISCAL IMPACT STATEMENT: There is no negative fiscal impact to the City because no matching funds are required.

Wilmington, Delaware
October 1, 2020

#4865

Sponsor:

Council
Member
Walsh

WHEREAS, pursuant to Section 2-363 of the City Code, the Council deemed it necessary and proper to specify the requirements for review and approval of City-sponsored grant applications and proposals, including authorization for expedited grant applications when necessary prior to Council's approval by resolution; and

WHEREAS, the Wilmington Fire Department (the "Department") submitted a grant application to the Federal Emergency Management Agency, a component of the United States Department of Homeland Security, in the amount of \$75,000.00 to support routine marine maintenance of the Department's boat; and

WHEREAS, the Department intends to use the grant money for the following: (a) three (3) years of exterior maintenance on the Department's boat, which includes the ability to dry dock the boat annually, (b) two (2) years of complete painting of the hull, (c) one (1) year of touch-up paint for the hull; (d) motor jet maintenance, which includes annual new zincs, and (e) the stripping and re-barrier coating of the jet intake tunnels; and

WHEREAS, the City is required to provide a twenty-five percent (25%) match, via already budgeted funds, in the amount of \$18,750.00 over a three (3) year period; and

WHEREAS, the Council deems it necessary and appropriate to authorize the grant application for the aforesaid purpose.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WILMINGTON that the Wilmington Fire Department's grant application to the Federal Emergency Management Agency, a component of United States Department of Homeland Security, in the amount of \$75,000.00 is hereby authorized.

BE IT FURTHER RESOLVED that the Chief of the Wilmington Fire Department, or his designee, shall be authorized to take all necessary actions to accept any and all funds associated with the grant application and to fulfill the grant requirements.

Passed by City Council,

ATTEST: _____
City Clerk

SYNOPSIS: This Resolution authorizes the Wilmington Fire Department’s grant application to the Federal Emergency Management Agency, a component of the United States Department of Homeland Security, in the amount of \$75,000.00. The funds will be used to support routine marine maintenance of the Department’s boat. A twenty-five percent (25%) match is required.

FISCAL IMPACT STATEMENT: There is no negative fiscal impact to the City. Although the grant requires a twenty-five percent (25%) match, which amounts to \$18,750.00 over a three (3) year period, these monies will be provided by the Wilmington Fire Department via already budgeted funds.

Wilmington, Delaware
October 1, 2020

#4866

Sponsor:

Council
Member
Walsh

WHEREAS, pursuant to Section 2-363 of the City Code, the Council deemed it necessary and proper to specify the requirements for review and approval of City-sponsored grant applications and proposals, including authorization for expedited grant applications when necessary prior to Council's approval by resolution; and

WHEREAS, the Wilmington Fire Department (the "Department") submitted a grant application to the Delaware Emergency Management Agency in the amount of \$77,415.00 to support the placement of twenty (20) gamma neutron pagers on all Department apparatus, which will alert Department first responders to radiation incidents; and

WHEREAS, the gamma neutron pagers will greatly enhance Department first responder safety and the safety of the public; and

WHEREAS, the City is not required to provide matching funds; and

WHEREAS, the City Council deems it necessary and appropriate to authorize the grant application for the aforesaid purpose.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WILMINGTON that the Wilmington Fire Department's grant application to the Delaware Emergency Management Agency in the amount of \$77,415.00 is hereby authorized.

BE IT FURTHER RESOLVED that the Chief of the Wilmington Fire Department, or his designee, shall be authorized to take all necessary actions to accept any and all funds associated with the grant application and to fulfill the grant requirements.

Passed by City Council,

ATTEST: _____
City Clerk

SYNOPSIS: This Resolution authorizes the Wilmington Fire Department's grant application to the Delaware Emergency Management Agency in the amount of \$77,415.00. The funds will be used for the placement of twenty (20) gamma neutron pagers on all Department apparatus, which will alert Department first responders to radiation incidents.

FISCAL IMPACT STATEMENT: There is no negative fiscal impact to the City because no matching funds are required.

Wilmington, Delaware
October 1, 2020

#4867

Sponsor:

**Council
Member
Walsh**

WHEREAS, City Council enacted City Code Section 2-233 establishing procedures for the Chief of the Wilmington Fire Department to call for the commencement of an academy class if the manpower of the Fire Department falls below ninety-five (95) percent of the number of firefighters set forth in the position allocation list attached to the annual operating budget ordinance for the applicable fiscal year; and

WHEREAS, on May 28, 2020, Council approved the annual operating budget ordinance for fiscal year 2021 (the “Budget Ordinance”); and

WHEREAS, the Chief of the Fire Department has represented that the manpower of the Fire Department has fallen below ninety-five percent of the number of firefighters set forth in the position allocation list attached to Budget Ordinance; and

WHEREAS, pursuant to City Code Section 2-233(b), the Chief of the Fire Department has drafted a resolution calling for the commencement of an academy class for the Fire Department and presented it to Council for its review.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WILMINGTON that City Council hereby recognizes that the Chief of the Fire Department has represented that the manpower of the Fire Department has fallen below ninety-five percent of the number of firefighters set forth in the position allocation list attached to the Budget Ordinance and has drafted a resolution calling for the commencement of academy class for the Fire Department.

Passed by City Council,

ATTEST: _____
City Clerk

SYNOPSIS: In this Resolution, City Council recognizes that the Chief of the Fire Department has represented that the manpower of the Fire Department has fallen below ninety-five percent of the number of firefighters set forth in the position allocation list attached to the fiscal year 2021 annual operating budget ordinance and has drafted a resolution calling for the commencement of an academy class for the Fire Department.

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