

VILLAGE OF GEORGETOWN, OHIO

ORDINANCE NO. 1126

AN ORDINANCE AUTHORIZING THE MAYOR AND THE FISCAL OFFICER OF THE VILLAGE OF GEORGETOWN, BROWN COUNTY, OHIO TO ENTER INTO A CONTRACT OF EMPLOYMENT WITH JEREMY GERMANN FOR THE POSITION OF VILLAGE ADMINISTRATOR OF THE VILLAGE OF GEORGETOWN, OHIO AND DECLARING AN EMERGENCY

BE IT ORDAINED by the Council of the Village of Georgetown, Brown County, Ohio, a majority or more of all members thereof concurring as follows:

SECTION 1. That the Mayor and the Fiscal Officer of the Village of Georgetown, Ohio be and they hereby are authorized to enter into a contract of employment with JEREMY GERMANN for the position of Village Administrator of the Village of Georgetown, Brown County, Ohio as said contract is set forth as an attachment hereto.

SECTION 2. This ordinance is hereby declared to be an emergency ordinance necessary for the health, safety and welfare of the inhabitants of the Village of Georgetown and more particularly for the reason that the present Village Administrator is retiring effective August 1, 2012 and it is necessary to have a new Village Administrator employed by that date and this ordinance shall be in full force and effect immediately upon its adoption.

PASSED: July 12, 2012

ATTEST:


Ginny Colwell, Fiscal Officer, Clerk


Dale E. Cahall, Mayor

CONTRACT OF EMPLOYMENT

THIS AGREEMENT is made as of the 20th day of July, 2012, by and between the VILLAGE OF GEORGETOWN, OHIO, hereinafter called the "Village", and Jeremy Germann, hereinafter called the "Employee".

WITNESSETH THAT:

WHEREAS, the Mayor of the Village has heretofore appointed the Employee as the Village Administrator for the Village at a meeting of the Council held on June 28, 2012, which said appointment was approved by a majority vote of Council pursuant to law; and

WHEREAS, the Village desires to hire the Employee as its Village Administrator for the period and upon the terms hereinafter set forth; and

WHEREAS, the Employee desires to serve the Village as its Village Administrator for the same period and upon the same terms:

NOW, THEREFORE, in consideration of the promises hereinafter exchanged, the parties agree as follows:

1) PERIOD OF EMPLOYMENT. This Agreement shall be effective as of the 1st day of August, 2012 and shall continue thereafter until terminated pursuant to the provisions of Sections 12, 13 or 14, herein below.

2) EMPLOYEE'S DUTIES. During the period of employment herein described, the Employee shall assume and perform the duties of Village Administrator, as said duties are prescribed by OHIO REVISED CODE SECTIONS 735.273, 743.05 to 743.07, inclusive, 743.10, 743.11, 743.18 and 743.24, as now in effect or as hereafter amended, together with all subsequent enactments of the Ohio General Assembly affecting such position and all ordinances lawfully enacted pursuant thereto and such other duties as the Council of the Village of Georgetown, Ohio, may lawfully assign to the Employee.

3) EMPLOYEE'S SALARY. The Employee shall be paid an annual salary of \$64,000.00. The annual salary provided for herein shall be reviewed by council at the first regular council meeting which occurs six (6) months after the date of this Agreement and annually thereafter at the first regular council meeting in December of each year that this contract is in force. Any modifications in salary shall be effective on the first day of the following month after which council approves such modification.

4) VACATION LEAVE. The Employee shall be entitled to two weeks paid vacation to be taken during the remainder of calendar year, 2012 and shall be vested with two weeks paid vacation for the calendar year, 2013. Thereafter, the Employee will earn paid vacation leave at the rate of 4.62 hours for each 80 hours of service and all vacation leave shall vest as of the first day of January of each year covered by this agreement. If the Employee is unable to take his vacation in the year it accrued, the Employee may carry forward not more than 15 days of unused vacation leave from year to year.

5) SICK LEAVE. The Employee will earn sick leave at the rate of 4.6 hours for each 80 hours of service. This is equivalent to 15 days per year. The Employee will be charged for sick leave only for days upon which he would otherwise have been scheduled to work. Accrued sick leave may be accumulated without limit. In the event the Employee should terminate his position with the Village pursuant to the provision of Section 14 hereunder, the Village would be responsible to pay the employee not more than 1/3 of the accrued, unused sick leave actually earned while employed by the Village.

6) HOURS OF WORK. The parties realize that the position of Village Administrator requires the person holding such position to work many weekends, evenings and other irregular hours at many locations outside of the Town Building during which hours the Town Building is not open. The parties further realize that such work during these times is of equal importance to the Village Administrator's normal daily duties at the Town Building. Therefore, in order to encourage the Employee to undertake such work at such irregular hours and still provide the Employee with a reasonable limitation of the total number of hours which he may be required to work in any given week, it is understood and agreed that the Employee shall work whatever hours as may be necessary in order for him to fulfill the requirements of the position of Village Administrator, but in any event not less than forty (40) hours per week or eighty (80) hours in a two week pay period.

7) AUTOMOBILE ALLOWANCE. The Employee shall receive an automobile for business transportation purposes only.

8) OTHER BUSINESS EXPENSES. The Village shall reimburse the Employee for all other employment-related expenses including, but not limited to, air travel, taxi and auto rental, lodging, meals, memberships in and subscriptions to the publications of the Ohio City Management Association, registration fees for training programs offered by such organizations, and travel and incidental costs relating to attendance at such programs or the conferences and meetings of such organizations, it being specifically understood that such activities are to be undertaken by the Employee, at his option, but at the request of the Village, and shall be considered as part of the Employee's duties. The Employee shall be reimbursed for such other expenses as the Village shall approve by motion passed by its Village Council.

9) GROUP MEDICAL INSURANCE BENEFITS. The Employee shall, at Employee's option, be entitled to participate in the Village's group health and major medical insurance program in the same manner as all other full-time, permanent Village employees. Such insurance coverage

shall provide the same death and disability benefits afforded to other employees. In the event ~~Employee declines to participate in such program, there shall be no adjustment to Employee's~~ compensation as a result thereof. The Village reserves the right to change insurance carriers and benefits from time to time.

10) PUBLIC OFFICIAL LIABILITY INSURANCE. The Village shall provide the Employee with public official insurance with limits of not less than \$500,000 per claim. In addition, if the Employee is sued in any court for any cause of action except criminal traffic, and misdemeanor offenses, allegedly arising from his actions or conduct as an employee of the Village, the Village shall select and pay for an attorney who shall provide a defense for said Employee, unless the Village Council, upon the advice of its solicitor, determines that said Employee was acting outside of the scope of his duties when he engaged in the action or conduct which forms the basis of the suit. Such determination shall be made only after an informal examination into the alleged action or conduct has been completed by the solicitor. The Employee may attend the informal examination, but the Employee shall have no right to be represented by counsel at said examination or object to the procedures used in said examination. When the alleged action is one for which insurance is provided, the Employee shall be represented by counsel selected by the insurer.

11) HOLIDAYS. The Employee shall receive the following paid holiday leave: New Year's Day (January 1), Martin Luther King Day (Third Monday in January), President's Day (Third Monday in February), Memorial Day (May 30), Independence Day (July 4), Labor Day (First Monday in September), Columbus Day (Second Monday in October), Veteran's Day (November 11), Thanksgiving Day (Fourth Thursday in November) and Christmas Day (December 25).

12) PROBATIONARY PERIOD. The employee shall serve a probationary period of six (6) months commencing with the date of this Agreement. At the end of said six (6) month probationary period, the mayor of the Village shall transmit to the legislative authority of the Village a record of the Employee's service with his recommendations thereon and he may, with the concurrence of the legislative authority, finally appoint the Employee as full time, permanent Village Administrator. Upon such final appointment, the Employees's annual compensation shall be reviewed by Council as provided at paragraph 3, above.

13) TERMINATION BY VILLAGE. Following the Employee's appointment as full-time, permanent Village Administrator pursuant to paragraph 12, above, this agreement may be terminated by the Village and the Employee may be removed without cause pursuant to the provisions of Ohio Revised Code Section 735.271. If such termination without cause should occur while the employee is ready, willing and able to perform the duties of Village Administrator or if the position of Village Administrator should be abolished, the Village shall continue to pay employee his salary or other benefits until the Employee obtains a position at a commensurate level of compensation or for a period of 90 days after the effective date of such termination, whichever first occurs. Nothing contained herein shall be construed to require the Village to continue to pay the employee his salary and other benefits if the termination should be with cause.

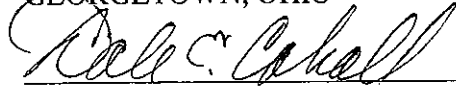
14) TERMINATION BY EMPLOYEE. The Employee may terminate this Agreement at any time by giving 60 days written notice to the Clerk of Council of such date of termination.

15) AMENDMENTS. All attempted amendments of this Agreement shall be ineffective unless reduced to writing and signed by both parties.

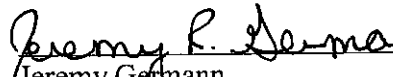
16) EFFECTS. This Agreement shall be binding upon each of the parties hereto and their respective successors, assigns, or heirs, as the case may be.

IN WITNESS WHEREOF, the Mayor and the Fiscal Officer, on behalf of the Village, and the Employee have caused this Agreement to be executed in duplicate at Georgetown, Ohio, this 20th day of July, 2012.

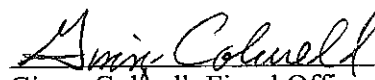
FOR THE VILLAGE OF
GEORGETOWN, OHIO


Dale E. Cahall, Mayor

BY THE EMPLOYEE


Jeremy Germa

ATTEST:


Ginny Colwell, Fiscal Officer