

VILLAGE OF GEORGETOWN, OHIO

RESOLUTION NO. 1190

RESOLUTION APPROVING AN EMPLOYMENT AGREEMENT
WITH WILLIAM TYLER THOMPSON TO SERVE AS
VILLAGE ADMINISTRATOR AND
DISPENSING WITH ADDITIONAL READINGS

WHEREAS, the Village Council ("Council") has been advised that a vacancy exists in the position of Village Administrator; and

WHEREAS, With the recommendation of the Mayor, the Council desires to hire William Tyler Thompson to serve as the Administrator of the Village of Georgetown, Brown County, Ohio (the "Village") as provided by R.C. §735.271; and

WHEREAS, it is the desire of Council to provide certain benefits, establish certain conditions and expectations of employment for Mr. Thompson while serving in this position.

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

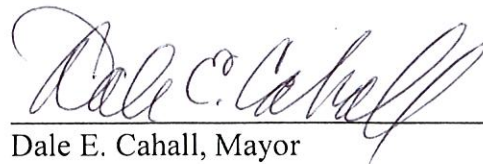
SECTION 1. Council agrees to enter into an employment agreement with William Tyler Thompson to serve as Village Administrator as more fully set out in the attached Employment Agreement marked Exhibit "A" and attached hereto.

SECTION 2. That Council does hereby dispense with the requirement that this Resolution be read on three separate days, pursuant to Section 731.17 of the Ohio Revised Code, and authorizes the adoption of this Resolution upon its first reading.

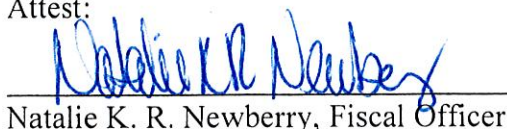
SECTION 3. That this Board hereby finds and determines that all formal actions relative to the passage of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and of its Committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 4. This Resolution shall take effect at the earliest period allowed by law.

Passed and adopted at a legally convened meeting of Council held on the 25th day of April, 2019.


Dale E. Cahall, Mayor

Attest:


Natalie K. R. Newberry, Fiscal Officer

EMPLOYMENT AGREEMENT

This Agreement is made and entered into this 25th day of April, 2019 by and between the Village of Georgetown, Brown County, Ohio, (the "Village") and Tyler Thompson ("Employee"), both of whom understand as follows:

WHEREAS, The Village desires to hire Tyler Thompson to serve as Village Administrator as provided by R.C. §735.271; and

WHEREAS, it is the desire of the Village to provide certain benefits, establish certain conditions and expectations of employment for Employee.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

SECTION 1. DUTIES

The Village hereby agrees to employ Tyler Thompson as Village Administrator to perform the functions and duties specified in R.C. §§ 735.273, 743.05 to 743.07, 743.10, 743.11, 743.18 and 743.24 and to perform other legally permissible and proper duties and functions the Village shall from time to time assign to Employee.

SECTION 2. TERM

a. This Agreement shall be viewed as not having a specific period of employment associated with it and Employee will be deemed an at-will employee and his employment terminable by either party with sixty (60) days notice for any reason, or for a period of time less as agreed to by the parties;

b. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Village to terminate the services of Employee at any time, subject to the provisions set forth under R.C. §735.271 and Section 4 of this Agreement;

SECTION 3. PROBATIONARY PERIOD

Employee shall serve a probationary period of six (6) months commencing with the date of this Agreement. At the end of the six (6) month probationary period, the Mayor of the Village shall transmit to the Village Council a recommendation and he may, with the concurrence of the Village Council, remove Employee from probation and appoint Employee as full time, permanent Village Administrator.

SECTION 4. TERMINATION AND SEVERANCE PAY

This Agreement may be terminated by the Village and the Employee may be removed without cause pursuant to the provisions of Ohio Revised Code 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 is abolished, the Village shall continue to pay Employee his salary and other benefits for a period of ninety (90) days after the effective date of such termination. 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. "Cause" shall be defined as malfeasance, misfeasance or nonfeasance or the conviction of a crime of moral turpitude.

SECTION 5. SALARY

a. The Board agrees to pay Employee for his services rendered pursuant to this Agreement at an annual base salary of Seventy Thousand Dollars and no/100 (\$70,000.00) effective June 3, 2019 payable in installments at the same time as other employees of the Village are paid.

b. The Village Council will review the salary and other benefits provided hereunder at the first regular council meeting which occurs six (6) months after the date of this Agreement and annually thereafter. The Village may increase said base salary and/or other benefits of Employee in such amounts and to such extent as the Village Council may determine is desirable at the discretion of the Village Council. At no time shall an annual increase provided to Employee by the Village Council be less than an annual increase provided to all other Village employees.

SECTION 6. PERFORMANCE EVALUATION

The Village may evaluate the performance of the Employee periodically, or on an annual basis as determined by the Village.

SECTION 7. AUTOMOBILE AND CELLPHONE REIMBURSEMENT

The Village will provide a vehicle for Employee to use during the performance of duties required under this Agreement. Until a vehicle is obtained for this purpose, the Village will reimburse Employee for work-related mileage at the rate then in effect set by the Internal Revenue Service.

Employee shall receive a cell phone reimbursement of \$600.00 per year. Employee will be provided with a laptop, tablet or similar device to be used in the performance of the duties of his position. The device will belong to the Village.

The Village shall reimburse the Employee for all other employment-related expenses including, but not limited to, air travel, taxi and auto rental, lodging and meals. The Employee shall be reimbursed for such other expenses as the Village shall approve by motion passed by its Village Council.

SECTION 8. RELOCATION EXPENSES

Employee shall be reimbursed by the Village for his moving and relocation expenses in an amount not to exceed \$1,000.00.

SECTION 9. VACATION AND SICK LEAVE

Employee shall accrue, and have credited to his personal account, sick leave of fifteen (15) days per year and vacation of three (3) weeks per year and accrue additional time at the same rate as other employees. Employee shall be permitted to carryover not more than fifteen (15) days of unused vacation leave from year to year.

SECTION 10. HEALTH AND LIFE INSURANCE

a. The Village agrees to put into force and to make required premium payments on behalf of Employee for insurance policies for life, accident, sickness, major medical and dependents coverage group insurance covering Employee and his dependents. Coverage shall be the same as that provided to other Village employees.

b. The Village agrees to purchase and to pay the premiums on a term life insurance policy equal to the Employee's initial base salary. The Employee shall have the right to designate the beneficiary of the policy.

c. The Village agrees to continue to provide hospitalization, surgical and comprehensive medical insurance for Employee and his dependents and to pay the premiums thereon equal to that provided to all other employees of the Village.

SECTION 11. RETIREMENT AND DEFERRED COMPENSATION

a. The retirement plan provided for the Employee will be that of the Ohio Public Employees Retirement System (O.P.E.R.S.).

b. Employee may, at his option, designate a portion of his annual salary to be paid to a deferred compensation plan.

SECTION 12. DUES AND SUBSCRIPTIONS

The Village agrees to budget and to pay the professional dues and subscriptions of Employee it deems necessary for his continuance and full participation in National, Regional, State and Local associates and organizations necessary and desirable for his continuing professional participation, growth and advancement, and for the good of the Village, including the International City Manager's Association, the Ohio City Manager's Association and the Government Finance Officers Association and any Ohio chapter of this organization.

SECTION 13. 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), Good Friday (from 1:00 p.m.), 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), Friday after Thanksgiving, Christmas Eve (from 1:00 p.m.) and Christmas Day (December 25).

SECTION 14. GENERAL EXPENSES

The Village recognizes that reasonable expenses of a non-personal and job-related nature are incurred by the Employee. The Village hereby agrees to reimburse said reasonable expenses of the Employee upon the presentation to the Finance Department a receipt, voucher, statement or personal affidavit as to such expenses.

SECTION 15. INDEMNIFICATION

As required under Ohio Revised Code 2744.07, Village shall provide for the defense of Employee, in any state or federal court, in any civil action or proceeding to recover damages for injury, death, or loss to persons or property allegedly caused by an act or omission of the employee in connection with a governmental or proprietary function if the act or omission occurred or is alleged to have occurred while the employee was acting in good faith and not manifestly outside the scope of his employment or official responsibilities. The duty to provide for the defense of Employee specified in this division does not apply in a civil action or proceeding that is commenced by or on behalf of the Village. The Village shall indemnify and hold harmless Employee in the amount of any judgment, other than a judgment for punitive or exemplary damages, that is obtained against Employee in a state or federal court or as a result of a law of a foreign jurisdiction and that is for damages for injury, death, or loss to persons or property caused by an act or omission in connection with a governmental or proprietary function, if at the time of the act or omission Employee was acting in good faith and within the scope of his employment or official responsibilities.

SECTION 16. 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 Village Municipal Building during which hours the Village Municipal 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 activities at the Village Municipal 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 (40) hours or eighty (80) hours in a two week pay period.

SECTION 17. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

a. The Village shall fix any other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, any Village Ordinance, Resolution, or any other law.

b. All regulations and rules of the Village relating to sick leave, retirement and pension system contributions, holidays, and other fringe benefits and working conditions as they now exist or hereafter may be amended, also shall apply to Employee as they would to other employees of the Village, in addition to said benefits enumerated specifically for the benefit of Employee.

SECTION 18. GENERAL PROVISIONS

a. This text shall constitute the entire agreement between the parties and supersedes any previous agreement enter into by the Village and Employee;

b. This Agreement shall be binding upon and inure to the benefits of the heirs at law and executions of Employee;

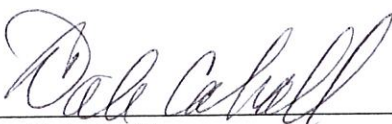
c. This Agreement shall become effective commencing April 25, 2019 and continuing until terminated by either party as provided for herein;

d. If any provision of the Agreement is found to be unlawful or invalid, the remainder of this Agreement, or portions thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the Village has caused this Agreement to be signed and executed by the Village and duly attested by the Fiscal Officer, and the Employee has signed and executed this Agreement, in duplicate, the day and year first above written.

THE VILLAGE OF GEORGETOWN, OHIO

WILLIAM TYLER THOMPSON

By: 
Dale Cahall, Mayor


Attest:

APPROVED AS TO FORM:


Natalie K. R. Newberry, Fiscal Officer


Joseph J. Braun, Village Solicitor