

RESOLUTION NO. 38-17  
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER Bill Serr ON THE 10<sup>th</sup>  
DAY OF JULY, 2017.

A RESOLUTION APPOINTING WAYNE DAVIS AS CITY MANAGER OF THE CITY OF CENTERVILLE, OHIO AND AUTHORIZING THE EXECUTION OF AN EMPLOYMENT AGREEMENT SPECIFYING THE CONDITIONS OF THE CITY MANAGER'S EMPLOYMENT IN ADDITION TO THOSE CONTAINED IN THE CITY CHARTER.

WHEREAS, Section 6.01 of the Centerville Charter provides that the City Council, by a majority vote of all members of Council, shall appoint a City Manager and fix compensation; and

WHEREAS, the Council of the City of Centerville hereby determines that it desires to appoint Wayne Davis as City Manager in accordance with the City Charter; and

WHEREAS, it is the will and desire of this City Council that an agreement be entered into between the City Council and Wayne Davis specifying terms and conditions of employment of him as City Manager in addition to those terms and conditions of such employment provided by the City Charter;

NOW THEREFORE,

THE MUNICIPALITY OF CENTERVILLE HEREBY RESOLVES:

Section 1. That Wayne Davis is hereby appointed as the City Manager of the City of Centerville in accordance with Section 6.01 of the City Charter. Said appointment to be effective August 21, 2017.

Section 2. That the Mayor of the City of Centerville is hereby authorized and directed to enter into a City Manager Agreement with said Wayne Davis along the terms acceptable to the City. A copy of said City Manager Agreement is being attached hereto as Exhibit "A" and incorporated herein.

Section 3. This Resolution is to take effect at the earliest date allowed by law.

PASSED THIS 10<sup>th</sup> day of July, 2017.

  
\_\_\_\_\_  
Mayor of the City of  
Centerville, Ohio

ATTEST:

  
\_\_\_\_\_  
Clerk of Council  
City of Centerville, Ohio

CERTIFICATE

The undersigned, Clerk of Council of the City of Centerville, Ohio, hereby certifies the foregoing to be a true and correct copy of Resolution No. 38-17, passed by the Council of the City of Centerville, Ohio on the 10<sup>th</sup> day of July, 2017.

  
\_\_\_\_\_  
Clerk of the Council

Approved as to form, consistency  
with existing ordinances, the  
charter & constitutional provisions  
Department of Law  
Scott A. Liberman  
Municipal Attorney

**CITY MANAGER AGREEMENT**

This Agreement entered into at Centerville, Ohio, by and between the City of Centerville, an Ohio municipal corporation (hereinafter "City") and Wayne Davis (hereinafter "City Manager").

**WHEREAS**, by Resolution No. \_\_\_\_\_, passed by a majority vote of all members of the Council of the City on the 10<sup>th</sup> day of July, 2017, Wayne Davis' appointment as City Manager is approved; and

**WHEREAS**, a copy of this City Manager Agreement was attached to said Resolution No. \_\_\_\_\_, and said Resolution was conditioned upon the execution of same by Wayne Davis and a duly authorized representative of the City;

**NOW, THEREFORE**, in consideration of the foregoing recitations and pursuant to the terms of Resolution No. \_\_\_\_\_, the parties agree as follows:

**Section 1.**     **Appointment.**     City Manager is hereby appointed to serve as the City Manager of the City of Centerville for an indefinite term as provided in Section 6.01 of the Centerville Charter, said term commencing on August 21, 2017 and terminating upon the resignation of the City Manager or as may be provided in Section 6.04 of the Centerville Charter, whichever shall first occur. Recognizing that the City Manager serves for an indefinite term, it is, nevertheless, the intention of the City and the City Manager that the period of employment shall be for a term of at least three (3) years beginning on the 21<sup>st</sup> day of August, 2017 and ending on the 21<sup>st</sup> day of July, 2020; provided, however, that the parties shall complete good faith negotiations for a renewal of this City Manager Agreement at least nine (9) months before the expiration of this Agreement.

Nothing in this City Manager Agreement shall prevent, limit, or otherwise interfere with the right of the Council of the City, to terminate the services of the City Manager at any time, subject only to the provisions of Section 6.04 of the City Charter expressly made applicable to the termination of a City Manager.

**Section 2. Powers and Duties.** The City Manager shall have such powers and duties as are set forth in Section 6.02 of the City Charter, as same may be amended from time to time and such other legally permissible and proper duties and functions as the City shall from time to time assign.

**Section 3. Compensation.** For the performance of the services herein set forth, the City Manager shall receive compensation of One Hundred, Sixty-nine Thousand, Nine Hundred Ninety-eight Dollars and 40/100 Dollars (\$169,998.40) annually. This compensation shall be subject to review annually, with the adoption of the annual Personnel Pay Ordinance by the City. In addition, City Manager shall receive such fringe benefits as are set forth in said Personnel Pay Ordinance for full-time employees of the City.

**Section 4. Vacation.** During the first year of this Agreement the City Manager shall be entitled to twelve (12) days of paid vacation. Thereafter, the City Manager shall accrue vacation leave for each subsequent year at the rate of 14.67 hours/month with carryover and accrued as provided in the City of Centerville Personnel Policies Manual as it may be amended from time to time. Accrued vacation leave shall be converted upon termination of the City Manager's employment as provided by applicable statute, ordinance and/or the Personnel Policies Manual.

**Section 5. Residency.** In accordance with Section 6.01 of the City Charter, the City Manager shall reside in the City within three (3) years of his start date and during his tenure as City Manager.

**Section 6. Termination.** The City may remove the City Manager only in accordance with the provisions of Section 6.04 of the City Charter. It is the intention of the parties that if the City Manager is removed for any reason other than the commission of an immoral or criminal act, or other acts involving moral turpitude, that said termination shall be with nine (9) months prior notice to the City Manager. This nine-month prior notice period may be fulfilled by either retaining the City Manager as a full-time employee for said nine-month period with his receiving all of the benefits provided hereunder, or by removing him prior to the expiration of said nine-month period but continuing to provide the compensation and benefits provided for hereunder until the end of said nine-month period on the condition that the City Manager make himself available to the City for consultant services in order to effect a smooth transition. In the event the City Manager is asked to leave prior to the expiration of said nine-month period, the payment provided for herein shall be a lump sum cash payment equal to the compensation and benefits otherwise payable during the remainder of said nine-month period.

Termination of this Agreement by the City Manager shall be subject to a minimum of sixty (60) days written notice in advance of such termination.

Upon termination of the City Manager, his right to accrued vacation and benefits shall be governed by the ordinances governing other City employees upon termination.

**Section 7. Health Insurance.** As a City employee, the City Manager is entitled to and will receive family health insurance coverage under the City's Plan similar to the policies governing other City employees.

**Section 8. Sick Leave.** The City hereby grants to the City Manager up to eight hundred and fifty (850) hours of unused sick leave. This represents the number of unused Sick leave hours which would otherwise have been lost by the City Manager in his movement to the City from his previous employment. It is intended that the sick leave granted herein be used only for extended illnesses. Thereafter, the City Manager shall accrue sick leave for each subsequent year as provided in the Personnel Policies Manual. The eight hundred and fifty (850) hours of unused sick leave is not eligible for conversion for three years. In the event the City Manager should leave his employment with the City during the initial three year term of this Agreement, no compensation will be paid for said transferred sick leave.

**Section 9. Dues and Seminar Expenses.** The City believes that it is in the best interest of the City and its citizens for the City Manager to continue his training through attendance at seminars and conferences of other public employees as well as the City Manager's participation in local organization activities. Accordingly, the City will reimburse the City Manager for membership dues in local civic organizations, and will pay all reasonable expenses related to training, education and conference expenses with respect to issues relating to city government, including annual conference attendance at ICMA and OCMA and service club dues paid by City, all pending budget allocation and City Council approval.

**Section 10. Automobile.** The City recognizes that it is essential that the City Manager have automobile transportation available to him at all times in order to efficiently manage the City. Accordingly, the City Manager will be provided unrestricted use of a City automobile; provided, however, that the City Manager shall be responsible for providing insurance coverage for personal use. Personal mileage is to be accounted for in accordance with IRS guidelines. The City Manager shall cause the City of Centerville to be named as an additional insured on his personal automobile coverage and a certificate showing Centerville as an additional insured shall be furnished to the City and shall not be subject to cancellation except upon thirty (30) days prior written notice to the City.

**Section 11. Cell Phone.** The City recognizes that it is essential that the City Manager have use of a cell phone to be available to him at all times in order to efficiently manage the City. Accordingly, the City Manager will be provided reimbursement for the use of a cell phone in accordance with the City's Cell Phone/Pager Policy.

**Section 12. Evaluations.** The City Manager shall be subject to an evaluation six (6) months after the commencement of this Agreement and then annually thereafter. The subsequent annual evaluations are to be conducted no later than the end of the calendar year.

**Section 13. General Provisions.** Any notice to be given hereunder by either party to the other may be effected either by personal delivery in writing, or by mail, registered or certified, posted prepaid with return receipt requested, to such address as may be provided from one party to the other from time to time.

This Agreement constitutes the entire understanding between the parties and no prior oral or written agreement shall be of any effect with respect to the employment of the City Manager by the City. Any modification of this Agreement shall be in writing, signed by both parties.

The provisions of the Agreement shall be governed by the laws of the State of Ohio.

This Agreement represents a personal service contract on the part of the City Manager and no assignment of any duties hereunder may be made except as provided by the Charter and Ordinances of the City.

The parties have executed this Agreement on the date first above written.

CITY OF CENTERVILLE:

Approved as to form:

By: \_\_\_\_\_  
Brooks A. Compton, Mayor

\_\_\_\_\_  
Scott A. Liberman  
Municipal Attorney

\_\_\_\_\_  
Wayne Davis, City Manager