

RESOLUTION NUMBER 1-95

CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER Jr Stone ON  
THE 16th DAY OF JANUARY, 1995

A RESOLUTION AUTHORIZING THE EXECUTION OF A NEW CONTRACT  
WITH THE CITY MANAGER FOR A TERM OF FOUR YEARS.

WHEREAS, this Council previously entered into a contract of employment with  
Gregory B. Horn to act as the City Manager for a three year term; and

WHEREAS, said contract is due to expire; and

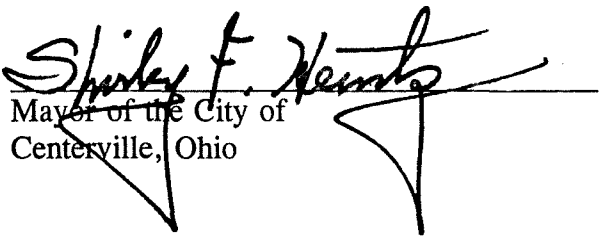
WHEREAS, this Council now wishes to enter into a new employment contract for a  
term of four years;

NOW THEREFORE,

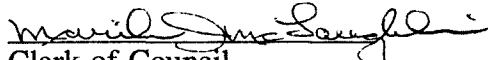
THE MUNICIPALITY OF CENTERVILLE HEREBY RESOLVES:

Section 1. That the proposed employment agreement which is attached hereto as  
Exhibit "A" is hereby approved and the Mayor is hereby authorized to execute same on  
behalf of the City.

PASSED THIS 16th day of January, 1995.

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

ATTEST:

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

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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. 1-95, passed by the Council of the City of Centerville, Ohio on the 16th day of January, 1995.

Maureen J. Saughel  
Clerk of the Council

Approved as to form, consistency  
with existing ordinances, the  
charter & constitutional provisions.

Robert N. Farquhar  
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 Gregory B. Horn (hereinafter "City Manager").

**W I T N E S S E T H:**

**WHEREAS**, by Resolution No. \_\_\_\_\_, passed by a majority vote of all members of the Council of the City on the \_\_\_\_ day of \_\_\_\_\_, 1995, Gregory B. Horn's appointment as City Manager is continued; 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 Gregory B. Horn 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 July 1, 1995 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 four (4) years beginning on the 1st day of July, 1995 and ending on the 30th day of June, 1999; 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 date of 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 Seventy-seven Thousand Five Hundred Dollars (\$77,500.00) annually payable at the rate of One Thousand Four Hundred Ninety and 38/100 Dollars (\$1,490.38) per week commencing July 1, 1995. 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 except that, pursuant to previously established rules by the City, the City Manager shall not participate in the merit/longevity plan.

As additional compensation, the City shall pay deferred compensation annually to the International City Management Association Retirement Corporation (ICMARC) in the amount of five percent (5%) of annual salary.

In accordance with the established policy of the City, the City shall pay the PERS Pick-Up on behalf of the City Manager at 8 1/2% based upon the total annual compensation, including any deferred compensation contributions.

**Section 4. Vacation.** During the first year of this Agreement the City Manager shall

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be entitled to twenty (20) days of paid vacation. Thereafter, the vacation policy will be reviewed annually with the adoption of the Annual Personnel Pay Ordinance by the City.

**Section 5. Residence.** In accordance with Section 6.01 of the City Charter, the City Manager shall reside in the City during 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 for 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 120 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.

**Section 8. Sick Leave.** The City hereby grants to the City Manager up to 120 days of unused sick leave. This represents the number of unused sick leave days which would otherwise have been lost by the City Manager in his movement to the City from his previous employer. It is intended that the sick leave granted herein be used only for extended illnesses. In the event the City Manager should leave his employment with the City, 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 interests 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 organizational activities. Accordingly, the City will reimburse the City Manager for membership dues in the local Rotary Club and the local Chamber of Commerce, and will pay all reasonable expenses related to training, education and conference expenses with respect to issues relating to city government.

**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 usage. He shall therefor 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 30 days prior written notice to the City.

**Section 11. Indemnification.** The City shall defend, indemnify and hold harmless the City Manager from and against any and all claims, demands, suits, actions, or other proceedings of any kind or nature arising out of the proper performance by the City Manager of his duties and responsibilities within the scope of his position as City Manager.

**Section 12. 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, postage 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 this 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.

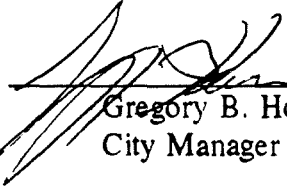
IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

WITNESS:

CITY OF CENTERVILLE

\_\_\_\_\_  
  
\_\_\_\_\_

By:

\_\_\_\_\_  
Shirley F. Heintz, Mayor  
  
\_\_\_\_\_  
  
Gregory B. Horn,  
City Manager