

RESOLUTION NO. 12-011

A RESOLUTION APPROVING AND CONFIRMING THE MAYOR'S APPOINTMENT OF BETH PATRICK AS VILLAGE ADMINISTRATOR, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN EMPLOYMENT AGREEMENT WITH BETH PATRICK, AND DECLARING AN EMERGENCY.

WHEREAS, in December 1995, with Ordinance 95-19, Council for the Village of Thornville abolished the Board of Public Affairs and created the position of Village Administrator in accordance with R.C. 735.271; and

WHEREAS, in May 2012, the Mayor appointed Chad Wilkins to serve as Village Administrator, and with Resolution 12-004, Council approved and confirmed this appointment; and

WHEREAS, Chad Wilkins has decided to resign as Village Administrator, effective November 9th, 2012; and

WHEREAS, needing to fill this position, the Mayor of the Village of Thornville has appointed Beth Patrick to serve as Village Administrator; and

WHEREAS, Council for the Village of Thornville now wants to approve and confirm the Mayor's appointment.

NOW, **THEREFORE, BE IT RESOLVED** by the Council of the Village of Thornville, County of Perry, State of Ohio:

SECTION 1: Council for the Village of Thornville hereby approves and confirms the Mayor's appointment of Beth Patrick as Village Administrator.

SECTION 2: The Mayor is hereby authorized and directed, on behalf of the Village of Thornville, to execute an employment agreement, in substantially the same form and content as the Agreement attached hereto as Exhibit A and incorporated herein by reference, with Beth Patrick for the performance of the duties of Village Administrator of the Village of Thornville

SECTION 3: All prior legislation, or any parts thereof, which is/are inconsistent with this Resolution is/are hereby repealed as to the inconsistent parts thereof.

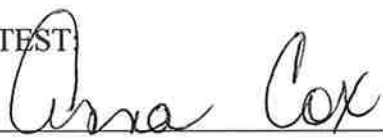
SECTION 4: It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that any and all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements of the laws of the State of Ohio.

SECTION 5: Council declares this to be an emergency measure immediately necessary for the preservation of the public peace, health, and safety of this municipality and the further reason that the Village needs to hire a new village administrator as soon as possible. Wherefore, provided this Resolution receives the required affirmative votes of Council, this Resolution shall take effect and be in force immediately upon passage by Council.

Passed in Council this 5th day of November, 2012.


Gavin Renner, Mayor

ATTEST:


~~Dawn Morrow~~, Clerk of Council
Anna Cox

APPROVED:

Approved as to form this 14th day of May 2012.



Brian M. Zets, Esq.
Village Solicitor

EMPLOYMENT AGREEMENT

This Employment Agreement ("this Agreement") is made and entered into on the date last executed below ("Effective Date"), by and between the Village of Thornville, Ohio, Perry County, an Ohio municipal corporation ("Employer") and Beth Patrick ("Employee") an individual who has the necessary training and experience in local government management. Employer and Employee are collectively referred to as "the Parties."

RECITALS

WHEREAS, in December 1995, with Ordinance 95-19, Council for the Village of Thornville abolished the Board of Public Affairs and created the position of Village Administrator in accordance with R.C. 735.271; and

WHEREAS, with Ordinance No. 12-05, Council for the Village of Thornville amended Ordinance 95-19, thereby amending the job duties, hours or work, and pay for the position of Village Administrator; and

WHEREAS, pursuant to R.C. 735.271, the Mayor of the Village of Thornville recently appointed Beth Patrick to serve as village administrator; and

WHEREAS, pursuant to R.C. 735.271, with Resolution No. 12-011, Council for the Village of Thornville approved and confirmed the Mayor's appointment of Beth Patrick to serve as village administrator; and

WHEREAS, the Parties now want to enter into this Agreement and memorialize the terms and conditions of Employee's employment; and

WHEREAS, nothing in this Agreement is meant to, nor shall it be interpreted to, supersede Ohio statutory law governing the appointment, powers, duties, term, and/or removal of the village administrator. This Agreement is meant to, and shall be interpreted to, supplement those statutes and the case law interpreting those statutes.

NOW THEREFORE, in consideration of the exchange of valuable consideration, the sufficiency of which the Parties agree exists, and upon the terms as conditions set forth below, the Parties hereby agree as follows:

Section 1: Term

As more fully described in Section 8, Employee shall serve at the pleasure of the mayor and Council for the Village of Thornville. Unless terminated in accordance with Section 8, the term of Agreement shall be two (2) years, commencing on the Effective Date. This Agreement may be

extended for subsequent two (2) year terms upon the mutual written agreement of the Parties. ("Extended Term").

As the establishment of the position of village administrator and the at-will nature of this position is governed by Ohio statute (R.C. 735.271), nothing in this Agreement is intended to create, nor shall it be interpreted as creating, a vested right in Employee's employment. This Agreement serves only to outline the duties, compensation, responsibilities, benefits, etc. of this at-will employment relationship.

Section 2: Duties and Authority

Employer hereby agrees to employ Employee as Village Administrator. The Village Administrator is an administrative employee whose duties shall consist of those set forth in R.C. 735.273 and also shall include, pursuant to R.C. 735.273, the additional duties set forth in job description attached hereto as Exhibit A and incorporated herein by reference.

Section 3: Compensation

Subject to the following paragraph in this Section, Employer agrees to pay Employee an annual salary of Thirty-Eight Thousand Dollars (\$38,000.00), payable in equal bi-weekly installments. Employer shall deduct all applicable federal, state, and local taxes as well as all other mandatory and legal withholdings.

One year after the Effective Date or one year after the beginning of any Extended Term, Employer will evaluate Employee's job performance. Following the completion of this evaluation, Council for the Village of Thornville, at its sole discretion, will determine whether Employee's compensation should be adjusted.

Section 4: Life Insurance Benefits:

Employee is entitled to all life insurance benefits at an amount equal to her annual salary. The terms of Employer's insurance policy shall govern these death benefits.

Section 5: Retirement:

Employee shall be responsible for paying her portion of the Ohio Public Employees Retirement System (OPERS) and making all the appropriate contributions on the Employee's behalf per all applicable Ohio Revised Code sections. Employer shall be responsible for paying its portion of the OPERS contribution for the duration of the Term or Extended Term of this Agreement.

Section 6: General Business Expenses:

Employer shall provide Employee with a Cell Phone as well as a Computer, Software, Internet access, and Fax/Modem in her office at Village Hall required for the Employee to perform the job and to maintain communications. Any incidental, non-employment related use of these items must be done in accordance with Employer's policies regarding the same.

Employer shall reimburse Employee for all mileage driven, in furtherance of her duties, in her personal automobile, at the then-current rate set by the United States International Revenue Service.

Section 7: Other Benefits:

Unless otherwise noted in Sections 8 and 9 below, the following applies:

- A. Holidays. Employee shall receive all paid holidays to which other full-time Village of Thornville employees receive.
- B. Bereavement Leave. Employee shall receive the same bereavement leave as other full-time Village of Thornville employees receive
- C. Vacation Leave. Employee shall received all vacation leave to which other full-time Village of Thornville employees receive.
- D. Sick Leave. Employee shall earn sick leave pursuant to R.C. 124.38. All earned, by unused, Sick Leave will carry forward and can be used by Employee, year-to-year.
- E. Professional Dues/Conferences/Seminars. Employer shall pay Employee's Ohio City Management Association membership dues. When approved by Council for the Village of Thornville, Employer shall pay Employee's expenses for attending conferences, seminars, and other events that relate to her job duties.

Section 8: Termination:

Pursuant to R.C. 735.271, Employee shall serve at the pleasure of the mayor and Council for the Village of Thornville and may be removed without cause by the mayor with the consent of a majority of the members elected to the legislative authority of the village; or she may be removed without cause by the affirmative vote of three-fourths of the members elected to the legislative authority of the village, without the consent of the

mayor. The legislative authority of the village may abolish the position of village administrator by ordinance.

Section 9: Resignation, Termination, or Expiration of Agreement:

In the event Employee resigns for any reason, the Term or Extended Term of this Agreement ends, or Employer terminates Employee, Employee shall:

- A. Not be entitled to any severance pay;
- B. Not be entitled to earn, or be compensated for, any Village benefits after the effective date of her resignation, the end date of this Agreement, or her termination;
- C. Not be paid for any earned, but unused, vacation leave or sick leave.

Section 10: Hours of Work:

Employee shall work no more than 40 hours per week. The Parties recognize and understand the performance of duties expected of this position may require irregular work hours and/or flexibility in the work schedule on occasion. Employee shall, as necessary, devote time outside normal working hours to the Employer's business, and the Employee understands the work will be performed as requested by Employer.

Section 11 Outside Activities:

The employment provided for by this Agreement shall be Employee's main source of employment. Employee is permitted to seek additional business opportunities with the understanding that such arrangements shall not constitute interference with or a conflict of interest with her responsibilities under this Agreement.

Before Employee secures additional employment, Employer must provide written consent, which consent will not be unreasonably withheld.

Section 12: Indemnification

Only through its insurance provider and in accordance with the terms and conditions set forth in the Village's insurance policy, Employer shall defend, save harmless, and indemnify Employee against any tort, professional liability claim, demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission in the lawful performance of her duties as "Village Administrator".

Section 13: Bonding

Employer shall bear the full cost of any fidelity or other bonds required of Employee under any law or ordinance.

Section 14: Other Terms and Conditions of Employment.

- A. Employer, only upon written agreement with Employee, shall fix any such 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 Thornville Ordinance or any other law.
- B. Background Evaluation - Employee acknowledges Employer has the right to perform a complete background evaluation/check of Employee's criminal and personnel history.

Section 15: Non-Disclosure and Confidential Information:

Employee agrees that he will not, at any time during or after the term of this Agreement, use for her own benefit, either directly or indirectly, or disclose or communicate in any manner to any individual, corporation or other entity any confidential information acquired by her during her employment regarding any actual or intended business activity, service, plan or strategy of Employer.

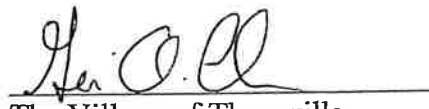
Section 16: General Provision:

- A. Integration. This Agreement sets forth and establishes the entire understanding between Employer and Employee relating to the employment of Employee by Employer. Any prior discussions or representations by or between the Parties are rendered null and void by this Agreement. The Parties by mutual written agreement may amend any provision of this Agreement during the term of the Agreement. Such amendments shall be incorporated and made a part of this Agreement.
- B. Binding Effect. This Agreement shall be binding on Employer and Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.
- C. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties

subsequent to the expungement or judicial modification of the invalid provision.

- D. Waiver of Breach. Employer's waiver or non-enforcement of any term or condition contained in the Agreement shall not constitute and operate as a waiver of any subsequent breach.
- E. Governing Law. This Agreement shall be governed by and construed under the laws of the state of Ohio.

Employer:



The Village of Thornville
By Gavin A. Renner, Mayor

Date: 11/5/2012

Employee:

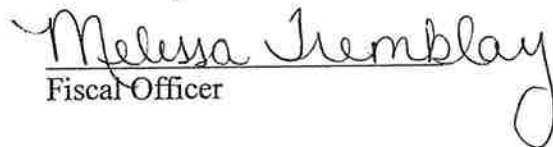


Beth Patrick

Date: 11/5/12

CERTIFICATE OF AVAILABLE FUNDS

I certify that the money required to meet this contract has hereby been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit of this fund, free from any previous obligation or certification as required by Ohio Revised Code § 5705.01 to § 5705.47.


Fiscal Officer

Approved as to form:

A handwritten signature in black ink, appearing to read "Brian M. Zets". The signature is fluid and cursive, with the first name "Brian" being more legible than the last name "Zets".

Brian M. Zets, Esq.
Village Solicitor