

RESOLUTION NO. 25-10

ADOPTED ON: May 27, 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A FIRST AMENDMENT TO EMPLOYMENT AGREEMENT AND DECLARING AN EMERGENCY

WHEREAS, on May 8, 2024, Mayor Amanda Lackey appointed Melissa Brofford to serve as the next Village Administrator; and

WHEREAS, with Resolution 24-04, adopted on May 28, 2024, Council for the Village of Thornville consented to the Mayor's appointment and authorized an Employment Agreement with Melissa Brofford ("the Agreement"). Nothing in the Agreement was meant to, nor was it interpreted to, supersede or replace Ohio statutory law governing the appointment, powers, duties, term, and/or removal of the Village Administrator; and

WHEREAS, Melissa Brofford has expressed a desire to transition out of her current full-time role as Village Administrator due to accepting additional professional responsibilities elsewhere, but does not wish to abruptly resign and has indicated a willingness to continue serving the Village in a reduced capacity to support continuity and assist during the leadership transition; and

WHEREAS, Council for the Village of Thornville needs to amend the Agreement to reflect the new working relationship between the Village and Melissa Brofford.


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 authorizes and directs the Mayor to execute a first amendment to employment agreement, in substantially the same form and content as the First Amendment attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2: 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 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 3: Council declares this to be an emergency measure immediately necessary for the preservation of the public peace, health, and safety of the Village and the further reason that the Village needs to amend this Agreement 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 27 day of May 2025.

  
Amanda Lackey, Mayor

ATTEST:

  
Clerk of Council

APPROVED:

Approved as to form this 20<sup>th</sup> day of May 2025.

  
Brian M. Zets, Esq.  
Village Solicitor

## **FIRST AMENDMENT TO EMPLOYMENT AGREEMENT**

This First Amendment to Employment Agreement is made and entered into, by and between the Village of Thornville, Ohio, a Municipal Corporation and Melissa Brofford on the date last executed below.

### **RECITALS**

WHEREAS, on May 8, 2024, Mayor Amanda Lackey appointed Melissa Brofford to serve as the next Village Administrator; and

WHEREAS, with Resolution 24-04, adopted on May 28, 2024, Council for the Village of Thornville consented to the Mayor's appointment and authorized an Employment Agreement with Melissa Brofford ("the Agreement"). Nothing in the Agreement was meant to, nor was it interpreted to, supersede or replace Ohio statutory law governing the appointment, powers, duties, term, and/or removal of the Village Administrator; and

WHEREAS, Melissa Brofford has expressed a desire to transition out of her current full-time role as Village Administrator due to accepting additional professional responsibilities elsewhere, but does not wish to abruptly resign and has indicated a willingness to continue serving the Village in a reduced capacity to support continuity and assist during the leadership transition; and

WHEREAS, Council for the Village of Thornville needs to amend the Agreement to reflect the new working relationship between the Village and Melissa Brofford.

NOW THEREFORE, in consideration of the exchange of valuable consideration, the sufficiency of which the Parties agree exists, the Village of Thornville and Melissa Brofford hereby agree to amend the following sections of the Employment Agreement entered into between them to read as follows. The remaining sections shall remain unchanged, valid, and enforceable.

**Section 7:**     **This Section is Intentionally Deleted**

**Section 10:**   **Hours of Work**

Employee shall work one 8-hour day in the Village Office per week, preferably on Monday. Employee also shall work up to 10 hours per week remotely. Employee shall be reasonably available to address emergency situations on an as-needed basis.

Employee shall turn in weekly time sheets or timecards that adequately and accurately reflect all time worked and sufficiently describe the tasks performed.

**Section 11:**   **This Section is Intentionally Deleted**

[Signatures Appear on the Next Page]

**Employer:**

\_\_\_\_\_  
Village of Thornville  
By: Amanda Lackey, Mayor

Date: \_\_\_\_\_

**Employee:**

\_\_\_\_\_  
Melissa Brofford

Date: \_\_\_\_\_

**APPROVED:**

Approved as to form this 20<sup>th</sup> day of May 2025



\_\_\_\_\_  
Brian M. Zets, Esq.  
Village Solicitor