

VILLAGE OF SOUTH LEBANON, OHIO
RESOLUTION No. 2013-13

A RESOLUTION CONFIRMING THE APPOINTMENT OF GARY VIDMAR AS THE VILLAGE ADMINISTRATOR AND AUTHORIZING MAYOR AND FISCAL OFFICER TO EXECUTE AN EMPLOYMENT AGREEMENT WITH GARY VIDMAR, AND DECLARING AN EMERGENCY

WHEREAS, the Village Council established the position of Village Administrator pursuant to Ordinance No. 4-73, dated March 5, 1973; and,

WHEREAS, in accordance with Ohio Rev. Code § 735.271, a Village Mayor is empowered to appoint a Village Administrator, but the appointee shall not take office unless his appointment has been approved by a majority vote of the members of the Village Council; and,

WHEREAS, the Village Administrator need not reside in the Village at the time of his appointment but shall become a resident of the Village within six months after appointment and confirmation, unless his residence outside the Village is approved by ordinance; and,

WHEREAS, subject to the parties executing an Employment Agreement, the Mayor intends to appoint and the Council intends to confirm the appoint of Gary Vidmar, as Village Administrator pursuant to the terms and conditions contained in said Employment Agreement; and,

WHEREAS, immediate action is needed for the purpose of the Village having a Village Administrator, and such action is necessary in order to preserve the public peace, health, safety or welfare of the Village.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of South Lebanon, Ohio, at least two-thirds of all members elected thereto concurring:

Section 1. That the Council confirms the appointment by the Mayor of Gary Vidmar as Village Administrator.

Section 2. That the Council approves and authorizes the Mayor and Fiscal Officer to execute the said Employment Agreement with Gary Vidmar, a copy of which is attached hereto and made a part hereof.

Section 3. That Council does hereby waive the residency requirement at this time relating to the residency of the position of Village Administrator.

Section 4. That the Council is acting in its administrative capacity in adopting this Resolution.

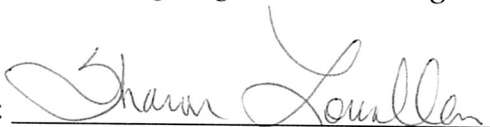
Section 5. That the recitals contained within the Whereas Clauses set forth above are incorporated by reference herein.

Section 6. That this Resolution is hereby declared to be an emergency measure in accordance with Ohio Rev. Code § 731.30 for the immediate preservation of the public peace, health, safety and general welfare; and, this Resolution shall be in full force and effective immediately upon its passage.

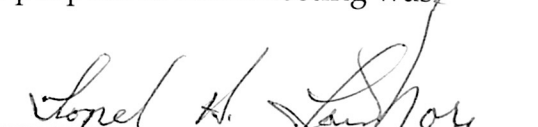
Section 7. That it is found and determined that all formal actions of the Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of Council in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Adopted this 28th day of March, 2013 at a Special Meeting convened after notice of the foregoing business being the sole purpose of such meeting was given.

Attest:



Sharon Louallen, Fiscal Officer/Clerk



Lionel Harold Lawhorn, Mayor

Rules Suspended: 03/28/2013 (if applicable)

Effective Date – 03/28/2013

Vote - 5 Yeas
1 Nays

First Reading – / /2013
Second Reading – / /2013
Third Reading– / /2013

Effective Date – / /2013

Vote - ____ Yeas
____ Nays

Prepared by and approved as to form:

BRUCE A. McGARY
VILLAGE SOLICITOR
SOUTH LEBANON, OHIO

By: _____

Date: 03/28/2013

CERTIFICATE OF POSTING

I, Sharon Louallen, Fiscal Officer of the Village of South Lebanon, Ohio do hereby certify I posted a true and accurate copy of this ordinance or resolution, summary of ordinance or resolution, or statement, order, proclamation, notice or report at five public places within the Village as authorized by Section 731.25 of the Ohio Revised Code and Ordinance 98-08 of Village of South Lebanon, Ohio.

3-28-13
Date

Sharon Louallen
Sharon Louallen
Fiscal Officer
Village of South Lebanon,
Ohio

Employment Agreement

THIS AGREEMENT, effective the 1st day of April, 2013, is entered into by and between the Village of South Lebanon, Ohio, a municipal corporation, organized and empowered in accordance with Art. 18 of Ohio Const. and Title 7 of the Ohio Revised Code, et seq., 99 High Street, South Lebanon, OH 45036, and Gary M. Vidmar, 5900 Fairway Drive, Mason, OH 45040.

RECITALS

WHEREAS, the Village Council established the position of Village Administrator pursuant to Ordinance No. 4-73, dated March 5, 1973; and,

WHEREAS, in accordance with Ohio Rev. Code § 735.271, the Mayor of the Village of South Lebanon desires to appoint Gary M. Vidmar upon the approval of at least a majority of the members of the Village's Council to the position of full-time Village Administrator; and, Gary M. Vidmar desires to be employed by the Village of South Lebanon in the position of full-time Village Administrator and terminate his current position with the Village as Interim Village Administrator.

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

ARTICLE 1. TERM OF EMPLOYMENT

1.01. The Village of South Lebanon (the "Village"), through its Mayor and with the approval of at least a majority of its Council, offers employment to Gary M. Vidmar (the "Administrator") who hereby accepts the employment offer from the Village for a period of one (1) year beginning on the 1st day of April, 2013 and ending on the 30th day of March, 2014; unless, the Mayor with the approval of at least a majority of the Village's Council elects to renew the term of this Employment Agreement which may be done up to four (4), one (1) year terms; or, unless otherwise terminated earlier as provided for hereinafter.

1.02 As part of the consideration of this Agreement, the Administrator terminates and hereby waives any entitlement to severance pay or other benefits for early termination without cause under the Agreement for Temporary-Help Services by Independent Contractor.

ARTICLE 2. DUTIES OF EMPLOYEE

2.01. Administrator shall perform the duties and responsibilities of the position of Village Administrator as set forth in Ohio Revised Code § 735.273, as well as such duties and responsibilities set forth in the written position description attached hereto as Exhibit "A" and made a part hereof. Administrator shall execute Exhibit "A" as indicated therein.

2.02. In addition to the duties and responsibilities set forth in Ohio Rev. Code §735.273 and the written position description, Administrator shall perform other work that is assigned to him by the Mayor subject to the instructions, directions, and control of the Mayor.

2.03. The Administrator shall have no right or authority at any time to make any contract or binding promise of any nature on behalf of the Village, whether oral or written; to extend credit on behalf of the Village; to incur any debt or otherwise obligate the Village for the payment of any obligation; or, to employ, hire, or retain any person, firm, corporation, or entity on behalf of the Village, unless otherwise authorized by Ordinance passed or Resolution adopted by Council.

2.04. At the commencement of his employment, Administrator shall perform his duties at the office of the Village located at 99 High Street, South Lebanon, Ohio 45065; however, at any time deemed necessary or advisable by the Mayor for business purposes, the Administrator shall work at any other necessary place or places.

2.05. The Administrator shall be expected to work as many hours in a given work-day or work- week as are reasonably necessary to perform the job duties and to complete the work assigned by the Mayor as stated above, except Administrator shall be entitled to claim Flex-time up to a maximum of sixty (60) hours per year for attendance at after-hour meetings (defined as: any meeting attended on Saturdays, Sundays, or after business hours ending at 4:30 P.M., Monday through Friday). Administrator shall maintain written records accounting for all claimed Flex-time and Flex-time used, and provide such records to the Mayor monthly. Accrued Flex-time must be used within the same calendar year the flex-time is claimed.

2.06. The Administrator shall devote his entire productive work time, ability, and attention to the business of the Village during the term of this Agreement. Excluding religious or non-profit entities, the Administrator shall not directly or indirectly render any services of a business, commercial, or professional nature to any other person or organization, whether for compensation or otherwise, without the prior written consent of the Mayor.

2.07. The Administrator shall comply with all policies of the Village, including but not limited to Conduct, applicable to the other Village employees as provided in Chapter VII of the Village's Personnel Policy and Procedure Manual, as may be amended from time to time, the current copy of which effective 8/13/2007 is incorporated by reference herein and made a part hereof. Administrator shall acknowledge reviewing and receipt of the 8/13/2007 version of the Personnel Policy and Procedure Manual by executing the acknowledgment on page 3 of 3 of the Exhibit A simultaneously with the execution of this Agreement.

ARTICLE 3. COMPENSATION AND CLASSIFICATION

3.01. As compensation for services rendered under this Agreement, the Administrator shall be entitled to receive from the Village a salary of Eighty-Nine Thousand Dollars (\$89,000.00) per year, subject to all lawful deductions, payable in 1/52 pro-rated payments every Monday for the pay period ending one week earlier the same as any other Village employee as provided in Section 5.3 of the Village's Personnel Policy and Procedure Manual. Administrator shall receive a written performance evaluation after one hundred eighty (180) days from commencement of employment by the Mayor, and the Mayor may make recommendations to the Council for increasing Administrator's annual rate of compensation upon a satisfactory performance evaluation. All other written performance evaluations conducted by the Mayor shall be done one per year. Any increase in Administrator's annual rate of compensation upon the completion of each performance evaluation, shall be at the discretion of a majority vote of the Council.

3.02. The employment position and compensation of the Administrator under this Agreement is a salaried position entitling Administrator to a salary. As also indicated in the position description attached as Exhibit "A", such position/job is unclassified, non-civil service status and exempt FLSA status from overtime compensation.

ARTICLE 4. EMPLOYEE BENEFITS

4.01. Administrator shall be a "public employee" and shall participate in the Ohio Public Employment Retirement System ("OPERS") in accordance with state law. Village shall be responsible for the employer's mandatory contribution. Administrator shall be responsible for the employee's mandatory contribution which shall be withheld by the Village's Fiscal Officer from Administrator's compensation and paid over to OPERS.

4.02 Administrator shall have the opportunity to participate in the various insurance programs offered by Village to any other Village employee as provided in Section 5.9 of the Village's Personnel Policy and Procedure Manual. The Administrator's share of such benefit

cost, if any, shall be calculated in the same manner, rate or amount as is then in effect for any other Village employee.

4.03. Administrator shall receive a car allowance of Two Hundred Fifty Dollars (\$250.00) per month.

4.04. Administrator shall receive an allowance for providing his own cellular phone and service in the sum of Fifty Dollars (\$50.00) per month.

4.05. Administrator shall be entitled to participate in the same Health, Life and Dental Insurance Program as any other Village employee.

4.06. Village shall issue to Administrator a 1099-Misc. at the same time as Administrator receives a W-2 for the compensation provided for in Article 3 above, for any taxable employee benefits provided in Article 4.

ARTICLE 5. LEAVE

5.01. The Administrator may not transfer any accrued vacation leave from his previous public employment outside the Village of South Lebanon. The Administrator shall be provided with one hundred twenty (120) hours of vacation leave to use during the one (1) year term of this Agreement. Accrued vacation leave shall be used within the same calendar year as accrued the same as any other Village employee under Section 6.2 of the Village's Personnel Policy and Procedure Manual. Administrator shall accrue additional vacation time after the first year the same as any other Village employee (who has completed six (6) years of service) in accordance with Section 6.2 of the Village's Personnel Policy and Procedure Manual. The Administrator may request a pay-out of accrued and unused vacation leave upon retirement or termination of employment with the Village if eligible based on state law and subject to the limitations set forth in the Village's Personnel Policy and Procedure Manual in effect at the time such request is made. Administrator shall not be entitled to carry over any vacation time accrued from his previous public employment outside the Village of South Lebanon.

5.02. The Administrator may transfer sick leave accumulated from his previous public employment outside the Village of South Lebanon up to a maximum of one hundred eighty (180) days per Section 6.3 of the Village's Personnel Policy and Procedure Manual, accordingly, the Administrator shall transfer two hundred ninety four (294) hours of accumulate sick time from the City of Loveland. The Administrator shall accrue sick time the same as any other Village employee in accordance with Section 6.3 of the Village's Personnel Policy and Procedure Manual. The Administrator may request a pay-out of

accrued and unused sick leave upon retirement or termination of employment with the Village if eligible based on state law and subject to the maximum payout set forth in the Village's Personnel Policy and Procedure Manual in effect at the time such request is made.

5.03 The Administrator shall be entitled to the ten and one-half (10.5) days paid holiday and all other leave provided for any other Village employee as provided in Section 6.1 of the Village's Personnel Policy and Procedure Manual.

ARTICLE 6. REIMBURSEMENT OF EMPLOYEE EXPENSES

6.01. Administrator shall be reimbursed for expenses in accordance with the policy applicable to any other Village employee as set forth in Section 5.8 of the Village's Personnel Policy and Procedure Manual.

ARTICLE 7. TERMINATION

7.01 This Agreement shall be automatically terminated upon the death of the Administrator.

7.02. If the Administrator willfully breaches or habitually neglects the duties that he is required to perform under this Agreement, the Village may at the Village's option terminate this Agreement by giving written notice of termination for cause to the Administrator without prejudice to any other remedy to which the Village may be entitled either at law, in equity, or under this Agreement.

7.03. This Agreement may be terminated by either party giving sixty (60) days written notice of termination to the other party.

7.04 This Agreement may be terminated if the Administrator is convicted of any criminal offense or illegal act, excluding minor traffic offenses. The Village may elect to place Administrator on leave without pay upon the filing of any criminal felony indictment, or misdemeanor charge involving moral turpitude, alcohol or drug related offenses, or acts of physical violence.

7.05. If this Agreement is terminated prior to the completion of the original term of employment specified in this Agreement, the Administrator shall be entitled to the compensation earned prior to the date of termination as provided for in this Agreement computed pro rata up to and including that date; unless otherwise indicated in this Agreement, the Administrator shall be entitled to no further

compensation as of the date of termination.

ARTICLE 8. POLITICAL ACTIVITIES

8.01 Village and Administrator agree that the Administrator shall not participate in local political activities of any sort for any candidate or issue, regardless of partisan or non-partisan affiliation, except to vote as he chooses in any local, state or federal election.

ARTICLE 9. RESIDENCY

9.01 In accordance Ohio Rev. Code § 735.271, the Village Council shall pass an ordinance approving Administrator as the Village Administrator regardless of the fact that Administrator is not an elector and resides outside the corporate limits of the Village of South Lebanon, and no such requirement shall apply even after six (6) months of employment.

ARTICLE 10. GENERAL PROVISIONS

10.01 Any notices to be given under this Agreement by either Party to the other may be perfected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, but each party may adopt a new address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt, unless delivery cannot not be perfected after a reasonable effort, whereupon delivery by ordinary mail shall be effective seven (7) days after mailing.

10.02 This Agreement supersedes all other oral and written agreements between the parties with respect to the Village's employment of the Administrator, and this Agreement contains all of the covenants and agreements between the Parties with respect to the employment.

10.03 This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. The venue for any disputes or interpretations is stipulated to be exclusively in the Warren County, Ohio Court of Common Pleas.

10.04 No amendment or modification of this Agreement shall be valid or effective unless it is in writing and signed by the Village and the Administrator.

10.05 If any portion of this Agreement is determined to be illegal due to a conflict with state or federal law, such portion shall be severed from this Agreement. The remainder of the Agreement shall remain in full force and effect.

10.06 If either party waives a breach of this Agreement by the other Party, that waiver will not operate or be construed as a waiver of later similar breaches. The failure of delay of a Party to enforce any rights under the Agreement does not affect the Parties right at a later time to enforce such rights.

10.07 Unless otherwise provided herein, Administrator shall be entitled to the same rights, privileges or benefit available to any other Village employee provided for in the Village's Personnel Policy and Procedures Manual.

ARTICLE 11. EXECUTION

11.01 Execution by the Village.

IN EXECUTION WHEREOF, in accordance with Ohio Rev. Code § 731.14, the legislative authority of the Village of South Lebanon has caused this Agreement to be executed by its Mayor and Fiscal Officer on the date stated below, pursuant to Village Resolution No. 2013- 13, dated 3/28, 2013.

MAYOR:

SIGNATURE: Lionel H. Lawhorn

NAME: Lionel H. Lawhorn

TITLE: Mayor

DATE: 3/28/13

FISCAL OFFICER:

SIGNATURE: Sharon Louallen

NAME: Sharon Louallen

TITLE: Fiscal Officer

DATE: 3-28-13

Prepared by and approved as to form:

VILLAGE SOLICITOR
SOUTH LEBANON, OHIO

By: Bruce A. McGary


Bruce A. McGary

Date: 4/4/13

11.02 Execution by Administrator.

IN EXECUTION WHEREOF, Gary M. Vidmar, the Administrator herein, has set his hand to this Employment Agreement on the date stated below.

ADMINISTRATOR:



Gary M. Vidmar
DATE: 4/1/12

EXHIBIT "A"
[POSITION DESCRIPTION]

**VILLAGE OF SOUTH LEBANON
POSITION DESCRIPTION**

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Position: Village Administrator
Class Title: n/a

Incumbent: n/a

Department:
Reports To: Mayor

FLSA Status: Exempt
Civil Service Status: Unclassified
R.C. § 124.01

Pay Range:
Probation: 180 Days
Work Hours:

Employment Status: Full-time
Lunch: Unpaid

JOB RESPONSIBILITIES:

Under administrative direction from Village Mayor, organizes and directs overall activities of Village departments and most Village personnel; plans, directs and organizes fiscal and personnel activities and keeps the Village Council and Mayor fully advised of all activities; maintains liaison with public officials, general public and local business community; prepares applications for federal and state grants.

QUALIFICATIONS: Any combination of training and work experience which indicates possession of the skills, knowledge and abilities listed above. An example of an acceptable qualification for this position is:

Training and/or experience which evidences a comprehensive knowledge of management, supervision, a thorough knowledge of budgeting and accounting, and an advanced knowledge of office management, employee relations, personnel administration, and other areas of public administration.

LICENSURE AND CERTIFICATION REQUIREMENTS:

Valid Driver's License

ESSENTIAL FUNCTIONS:

1. Assists in the administration, enforcement and execution of the policies, ordinances and resolutions approved and adopted by the Village Council.
2. Supervises and directs the activities of the affairs of the divisions of Village government under the control or jurisdiction of the Village Mayor and Village Council.
3. Attends all meetings of the Village Council, Board of Zoning Appeals, Planning Commission, Utility Review Board, and various committees and sub-committees.
4. Recommends measures for approval or adoption by the Village Council.

**VILLAGE OF SOUTH LEBANON
POSITION DESCRIPTION**

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5. Prepares and submits to the Village Mayor and Village Council reports the Administrator deems advisable.
6. Prepares and submits a budget for the next fiscal year.
7. Authorizes requisitions and purchase orders.
8. Administers the enforcement of policies related to personnel (e.g., employee relations, recruitment, classification, compensation, selection, discipline, promotion, etc.).
9. Receives and assists the Village Mayor in resolving complaints and problems.
10. Consults with the Village Solicitor and interprets laws, rules and regulations, as well as contracts and other legal documents.
11. Assures that programs comply with County, State and Federal law regulations.
12. Serves as administrator and enforcement officer for zoning regulations, and staff representative for Board of Zoning Appeals and Planning Commission.

OTHER DUTIES AND RESPONSIBILITIES:

1. Speaks to various community groups regarding Village programs and policy matters.
2. Inspects lots and building sites regarding various complaints and/or various special projects.
3. Performs other related duties as required by the Village Mayor and/or Village Council.

KNOWLEDGE, SKILLS AND ABILITIES:

Knowledge of: Village Council's ordinances, resolutions, policies and procedures; government structure and process; public administration; management, employee relations, office practice and procedures; budgeting; public relations; supervision.

Ability to: Direct the work of others; write technical reports and procedures; communicate effectively; develop and maintain effective working relationships with supervisors, associates, personnel, elected officials and general public; deal with many variables and determine specific action; analyze and interpret data; exercise sound judgment; interpret a wide variety of technical reports and journals; define problems, establish facts and draw valid conclusions; and resolve complaints from angry citizens; access lots and building sites.

**VILLAGE OF SOUTH LEBANON
POSITION DESCRIPTION**

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My signature below signifies that I have reviewed the contents of my position description and that I am aware of the requirements of my position. I further certify that I have reviewed the most current copy of the Village of South Lebanon Personnel Policy Manual.

(Employee's Signature)

(Date)