

**VILLAGE OF SOUTH LEBANON, OHIO  
RESOLUTION NO. 2015-06**

**A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR AND FISCAL OFFICER TO EXECUTE AN EMPLOYMENT AGREEMENT WITH JERRY HADDIX AS VILLAGE ADMINISTRATOR, 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, the 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 position of Village Administrator was vacated on April 1, 2015, and at its regular Village Council meeting on April 2, 2015, at least a majority of the members of the Village Council voted to approve the Mayor's appointment of Jerry Haddix as the new Village Administrator; and,

**WHEREAS**, the Council now desires to enter into an Employment Agreement with Jerry Haddix based on the terms and conditions set forth in the attached 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 approves the attached Employment Agreement, and the Mayor and Fiscal Officer are hereby authorized to execute the attached Employment Agreement.

**Section 2.** That the Council is acting in its administrative capacity in adopting this Resolution.

**Section 3.** That the recitals contained within the Whereas Clauses set forth above are incorporated by reference herein.

## Employment Agreement

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THIS AGREEMENT, effective the 13th day of April, 2015, is entered into by and between the Village of South Lebanon, Ohio, a municipal corporation, organized and empowered in accordance with Art. XVIII of Ohio Const. and Title 7 of the Ohio Revised Code, et seq., 99 High Street, South Lebanon, OH 45036 (hereinafter referred to as the "Employer"), and Jerry L. Haddix, 804 Tamara Court, South Lebanon, OH 45065 (hereinafter referred to as the "Employee").

### 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 Village Mayor desires to appoint Employee with the approval of at least a majority of the members of the Village Council to the position of Village Administrator, and Employee desires to be employed by Employer in the position of Village Administrator subject to the term and conditions herein.

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 Employer offers employment and the Employee accepts employment with the Employer for a period of one (1) year beginning on the 13th day of April, 2015 and ending on the 12th day of April, 2016, unless the Employer elects to renew the term of this Employment Agreement, or unless otherwise terminated earlier as provided for hereinafter.

### ARTICLE 2. DUTIES OF EMPLOYEE

2.01. The Employee shall perform the duties and responsibilities of the Employee as set forth in Ohio Revised Code §735.273, as well as such duties and responsibilities set forth in the written position/job description attached hereto as Exhibit "A" and made a part hereof.

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

Employer.

2.03. In accordance with Ordinance 2013-005, passed by the Village Council on April 22, 2013, Employee shall have the authority to make contracts, purchase supplies and materials, and provide labor for any work under the Administrator's supervision involving not more than \$25,000.00. Otherwise, Employee shall have no such right or authority, unless otherwise authorized by Ordinance passed or Resolution adopted by Council. Employee shall have not authority to employ, hire, or retain any person, firm, corporation, or entity on behalf of the Employer.

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

2.05. The Employee 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 Employer as stated above, except Employee shall be entitled to and will accrue Flex-time up to a maximum of sixty (60) hours per year for attendance at after-hour meetings (defined: any meeting attended on Saturdays, Sundays, or after business hours ending at 4:30 P.M., Monday through Friday). Accrued Flex-time must be used within the same calendar year the flex-time was accrued.

2.06. The Employee shall devote his entire productive work time, ability, and attention to the business of the Employer during the term of this Agreement. Excluding religious or non-profit entities, the Employee 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 Employee shall comply with all policies of the Employer, including but not limited to Conduct, applicable to the other Village employees as provided in Village's Personnel Policy Manual, a copy of which is incorporated by reference herein and made a part hereof. Employee shall acknowledge reviewing and receipt of the Personnel Policy 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 Employee shall be entitled to receive from the Employer a salary of SEVENTY THOUSAND DOLLARS

(\$70,000.00) per year, subject to all lawful deductions, payable in 1/52 increments every Friday for the pay period ending one week earlier the same as any other Village employee as provided in the Village Personnel Policy Manual. Employee shall receive a written performance evaluation after one hundred eighty (180) days from commencement of employment by the Village's Mayor, and the Mayor may make recommendations to the Village Council for increasing Employee's annual rate of compensation upon a satisfactory performance evaluation, or termination. Any increase in Employee's annual rate of compensation shall be at the discretion of a majority vote of the Village Council. Thereafter, all other written performance evaluations conducted by the Mayor shall be done one per year.

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

3.03. Employer shall issue to Employee a form W-2 for the compensation provided for in Article 3.

#### ARTICLE 4. EMPLOYEE BENEFITS

4.01. Unless specifically provided for otherwise in this Agreement, Employee shall be entitled to the retirement plan, separation pay, worker's compensation, or health, dental and life insurance benefits made available to any other Village employee as provided in the Village Personnel Policy Manual, as amended from time to time by the Village Council. The Employee'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 employees.

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

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

4.04. Employer shall issue to Employee a 1099-Misc. at the same time as Employee receives a W-2 for the compensation provided for in Article 3 above, for any taxable employee benefits provided in Article 4, as required by the Internal Revenue Code.

#### ARTICLE 5. LEAVE

5.01. Employee shall accrue additional vacation time as any other Village employee in accordance with the Village's Personnel Policy Manual. The Employee may request a pay-out of accrued and unused vacation if eligible based on the Village's Personnel Policy in effect at the time such request is made. Employee shall not be entitled to carry over for prior service credit any vacation time accrued from public employment outside the Village of South Lebanon.

5.02. The Employee may not transfer any sick leave accrued from his previous public Employment. The Employee shall accrue sick time the same as any other Village employee in accordance with the Village's Personnel Policy Manual. The Employee may request a pay-out of accrued and unused sick leave if eligible based on the Village's Personnel Policy in effect at the time such request is made.

5.03 The Employee shall be entitled to the same paid holiday and all other leave provided for any other Village employee as provided in Village's Personnel Policy Manual.

#### ARTICLE 6. REIMBURSEMENT OF EMPLOYEE EXPENSES

6.01. Employee shall be reimbursed for expenses in accordance with the policy applicable to the other Village employees as set forth in the Village's Personnel Policy Manual.

#### ARTICLE 7. TERMINATION

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

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

7.03. This Agreement may be terminated, without cause, by either party giving sixty (60) days written notice of termination to the other party.

7.04 This Agreement may be terminated if the Employee is convicted of any criminal offense or illegal act, excluding minor traffic offenses. The Employer may elect to place Employee 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 Employee 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 Employee shall be entitled to no further compensation as of the date of termination.

#### ARTICLE 8. POLITICAL ACTIVITIES

8.01 Employer and Employee agree that the Employee shall not be required to 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 passed Ordinance 2013-05 waiving the residency requirement of the position of Village Administrator. While Employee currently is a resident of the Village of South Lebanon, Employee shall not be disqualified in the event Employee should relocate in the future outside the corporate limits of the Village of South Lebanon as long as the Employee is located in close enough proximity to allow Employee to fulfill his duties as provided in Article 2 herein.

#### 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 Employer's employment of the Employee, 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, and the parties waive the right to initiate or remove any litigation to any other state or federal court.

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

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.

ARTICLE 11. EXECUTION

11.01 Execution by Employer

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. 2015- 06, dated April 9, 2015.

MAYOR:

SIGNATURE: Lionel H. Lawhorn

NAME: Lionel H. Lawhorn

TITLE: Mayor

DATE: 4/10/15

FISCAL OFFICER:

SIGNATURE: Sharon Louallen

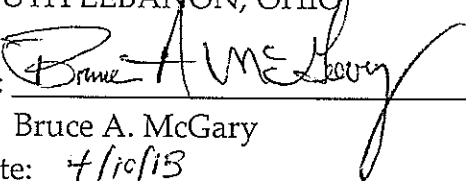
NAME: Sharon Louallen

TITLE: Fiscal Officer

DATE: 4/10/15

Prepared by and approved as to form:

VILLAGE SOLICITOR  
SOUTH LEBANON, OHIO

By:   
Bruce A. McGary  
Date: 4/10/15

11.02 Execution by Employee

IN EXECUTION WHEREOF, Jerry L. Haddix, the Employee herein, has set his hand to this Employment Agreement on the date stated below.

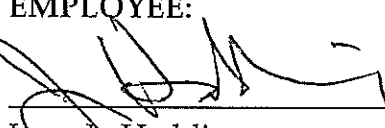
EMPLOYEE:  
  
Jerry L. Haddix  
DATE: 4/13/15



EXHIBIT "A"  
[POSITION/JOB DESCRIPTION]

VILLAGE OF SOUTH LEBANON  
POSITION DESCRIPTION

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Position: Village Administrator Incumbent: n/a  
Class Title: n/a

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Appointing Authority: Mayor FLSA Status: Exempt  
Reports To: Mayor Civil Service Status: N/A  
Employee-at-will  
Pay Range: Employment Status: Full-time  
Probation: Employee-at-will Lunch: Unpaid  
Work Hours:

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**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, 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. Assist the Fiscal Officer in the preparation of the 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.

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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)