

RESOLUTION NO. 71-2023

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN EMPLOYMENT AGREEMENT BY AND BETWEEN THE CITY OF MONROE AND LARRY LESTER.

WHEREAS, the position of City Manager has been vacant since October 6, 2023, and Council desires to appoint Larry Lester to fill the vacancy.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONROE, STATE OF OHIO, THAT:

SECTION 1: The Mayor is hereby authorized to enter into an Employment Agreement by and between the City of Monroe and Larry Lester pursuant to the terms and conditions set forth on Exhibit "A" attached hereto and made a part hereof.

SECTION 2: This measure shall take effect and be in full force from and after its passage pursuant to Section 7.08 (C) of the Charter.

PASSED: December 12, 2023

ATTEST:

APPROVED:


Clerk of Council


Mayor

This legislation was enacted in an open meeting
pursuant to the terms and provisions of the Sunshine
law, Section 121.22 of the Ohio Revised Code.

"I, the undersigned Clerk of Council of the city of
Monroe, Ohio, hereby certify the foregoing
(ordinance or resolution) was published as
required by Section 7.16 of the Charter of the
City of Monroe.


Clerk of Council
City of Monroe, Ohio

Exhibit "A" Res No. 71-2023

EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is made and entered into this _____ day of _____, 202__, by and between the City of Monroe, Ohio, ("City") and Larry Lester ("Employee").

WITNESSETH

WHEREAS, City desires to employee the services of Larry Lester as City Manager of the City of Monroe, as provided for in Article VI, Section 6.01 of the Charter of the City of Monroe; and

WHEREAS, it is the desire of the City Council of the City to provide certain benefits and to establish certain conditions of employment of said Employee as set forth in this Employment Agreement; and

WHEREAS, Employee desires to accept employment as City Manager of Monroe, Ohio, pursuant to the terms and conditions set forth in this Employment Agreement.

NOW, THEREFORE, in consideration to the mutual covenants herein contained, the parties agree as follows:

1. Powers and Duties of the City Manager.

- A. Employer agrees to employ Larry Lester as City Manager of the City of Monroe to perform the functions and duties specified in the Charter, and to perform such other legally permissible and proper duties and functions as the City Council shall from time to time assign, subject to this Agreement. Employment shall commence 30 days from approval by City Council.
- B. Pursuant to Article VI, Section 6.05 of the Charter, neither the City Council nor any of its members shall direct or demand the appointment of any person to, or removal from, office by the City Manager or any of his subordinates, or in any manner take part in the appointment or removal of officers and employees in the service of the City, except where expressly provided for by the Charter or state law.

2. Term of Agreement.

The term of this agreement shall be for three years. Renewal of this Agreement shall commence at least six months prior it it's expiration.

- A. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Manager to resign at any time from his position with Employer; however, the City

Manager agrees to provide City Council at least sixty (60) days advance written notice of such resignation.

- B. The City Manager agrees to remain the exclusive employ of the City of Monroe, while employed by the City of Monroe. The term “employed”, however, shall not be construed to include occasional teaching, writing, speaking or consulting performed on his time off, even if outside compensation is provided for such services. Said activities are expressly allowed, provided that in no case is any activity allowed which would present a conflict of interest with the City of Monroe. No use of City services or resources shall be used or allowed for performance of activities provided for in this paragraph.

3. Termination and Severance Pay.

- A. The City Manager serves at the pleasure of City Council. In the event the City Manager is terminated by the City Council, the City shall pay Employee a lump sum cash payment equal to one (1) year aggregate compensation. Employee shall also be compensated for all earned sick leave, vacation, holidays, and other accrued benefits to date, calculated at the rate of pay in effect upon termination. As used herein, the term “aggregate compensation” shall include Employee’s base salary.
- B. In the event the City Manager is terminated by the City Council, all health, dental, life insurance and all other City provided benefits shall continue in full force and coverage, at City expense, for a period of twelve (12) months.
- C. In the event the City Council at any time reduces the salary, compensation or other benefits of the City Manager in a greater amount than an applicable across-the-board reduction for all employees of the City, or in the event the City Council fails to comply with any other provision of this Employment Agreement, or if the Employee resigns following a suggestion by a majority of the Council, then, in that event, Employee may, at his option, be deemed to be “terminated” at the date of such reduction, such refusal to comply, or such resignation with the meaning and context of the herein severance pay provision, then, in that event, Employee may, at his option, be deemed to be terminated, as provided herein.
- D. City Council agrees to provide the City Manager with thirty (30) days advance written notice of termination except if such termination is because of his conviction of any illegal act involving personal gain to himself, or criminal activity (excluding traffic-related offenses), then, in that event, Employer shall have no obligation to provide thirty (30) days advance written notice and no obligation to pay the aggregate severance sum designated herein.
- E. Contemporaneously with the delivery of the severance pay set forth in this Agreement, Employee shall execute and deliver to Employer a release, releasing Employer of all claims that Employee may have against Employer.

4. Salary

- A. Employer shall pay to Employee for this services rendered pursuant hereto as City Manager an annual base salary in the amount of one hundred sixty five thousand dollars (\$165,000.00) and payable in installments at the same time as other employees of the City are paid. Employee shall receive a cost of living increase as approved by City Council for non union employees. Employee may receive an annual merit increases at the discretion of City Council upon completion of performance evaluation as set forth in Section 10 herein.

5. Insurance coverages.

- A. Employer agrees to provide hospitalization, surgical, comprehensive medical and dental insurance for Employee the same as all other non-union employees. Further, Employer agrees to pay for a term life insurance policy on Employee in the amount of \$100,000 during his employment. This shall be in addition to other insurance provided to all other employees of Employer.

6. Automobile.

- A. The City Manager shall receive a \$500.00 per month car allowance. Said car allowance shall be intended to reimburse him for local travel only, defined as travel within the Cincinnati/Dayton Metropolitan Area. All travel outside of the Cincinnati/Dayton Metropolitan Area on official City business, shall be reimbursed at a per mile rate equal to the IRS allowable rate then in effect.

7. Other benefits.

- A. All provisions of the Charter, and rules and regulations of Employer relating to fringe benefits and working conditions as they now exist or hereafter may be amended, shall apply to the City Manager as they would to all other employees of Employer, in addition to said benefits enumerated specifically for the benefit of the City Manager in this Agreement. All benefits which vary according to tenure shall be calculated and granted in accordance with City provisions.
- B. Employee shall accrue five weeks of vacation per year with any unused vacation leave paid out at the end of each year.
- C. Employee shall accrue vacation leave at the rate agreed to herein, and shall accrue sick leave at the same rate as other employees of the City of Monroe. Employee shall be permitted to transfer up to 400 hours of sick leave to the City of Monroe.
- D. The City Manager shall receive an annual payment of \$10,000 to be paid into a City approved deferred compensation plan.

E. Employer shall provide Employee a cell phone, laptop/IPAD at Employer's expense.

8. Professional development.

A. Council shall adopt a budget based on Council's judgment of the amount to be provided to Employee for professional development. From the amount provided for in the budget annually adopted by Council, employee can spend for professional dues, subscriptions, travel and subsistence expenses of the City Manager for professional development participation and travel, meetings, and occasions adequate to continue his professional development. Said participation on City time may include, but not be limited to the International City/County Management Association, Ohio City/County Management Association, American Public Works Association, and such other national, regional, state and local governmental groups and committees thereof which Employee serves as a member, or which said participation is beneficial to Employer.

B. Employee shall receive tuition reimbursement as set forth in the policy of Employer for all employees.

9. General expenses.

A. Employer agrees to reimburse Employee for certain reasonable expenses of a non-personal, job-affiliated nature, subject to annual appropriations. The Finance Director is authorized to disburse such monies upon receipt of duly executed expense vouchers, receipts, statements, or personal affidavit, on the condition that the job-related expenses, such as meals, entertainment, and other similar expenses, are incurred by Employee on behalf of the City and in his official capacity as City Manager.

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

C. The Finance Director (or other designated employee) is hereby authorized to disburse funds as needed to fulfill all provisions of this Agreement, upon receipt of duly executed expense or petty cash vouchers, receipts, statements, or personal affidavits.

D. Employer shall pay Employee a \$10,000 stipend for moving, temporary housing, etc. and paid as follows: \$5,000 paid beginning employment and \$5,000 when Employee and his family relocates within the corporate limits of the City of Monroe within six months of employment starting date.

10. Performance evaluation.

- A. Employer shall review and evaluate the performance of the Employee at least once annually in advance of the adoption of the Annual Appropriation Ordinance. Said review and evaluation shall be in accordance with specific criteria developed jointly by Employer and Employee. Further, the Employer or a designee of said Employer shall provide the Employee with a summary written statement of the findings of the Employer and provide an adequate opportunity for the Employee to discuss his evaluation with the Employer.
- B. Annually, the Employer and Employee shall define such goals and performance objectives which they determine necessary for the proper operation of the City of Monroe and the attainment of the Employer's policy objectives and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing. They shall generally be attainable within the time limitations as specified and the annual operating, capital budgets and appropriations provided.
- C. In effecting the provisions of this section, the Employer and the Employee mutually agree to abide by the provisions of applicable law.

11. Indemnification.

- A. Employer shall defend, indemnify and hold Employee harmless from and against any and all torts, claims, causes of action, demands, costs, expenses or other legal action~including all attorneys' fees, whether groundless or otherwise arising out of any alleged act or omission occurring during or arising out of Employee's performance of duties as City Manager. Employer shall have the right to compromise and settle any such claim or suit and shall pay the amount of any settlement or judgment rendered thereon. Said indemnification shall extend beyond Employee's termination of employment, and the otherwise expiration of this Agreement, to provide full and complete protection to Employee by the City of Monroe, as described herein, for any acts undertaking or committed in his capacity as City Manager, regardless of whether the filing of a lawsuit for such tort, claim, cause of action, demand, or other legal action occurs during or following Employee's employment with Employer.

12. General provisions.

- A. The text herein shall constitute the entire Agreement between the parties.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Employee.
- C. This agreement shall become effective 30 days following adoption and approval by the City Council of the City of Monroe.

D. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement or portion thereof, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Monroe has caused this Agreement to be signed and executed in its behalf by its Mayor and duly attested by its Clerk of Council, and the City Manager has signed and executed this Agreement, the day and year first written above.

CITY OF MONROE, OHIO

CITY MANAGER

Mayor

Larry Lester

ATTEST:

APPROVED AS TO FORM

Clerk of Council

Law Director