

# RECORD OF RESOLUTIONS

Resolution No. 2017-D

January 23, 2017

## City of Bellbrook

### Resolution No. 2017-D

#### **A Resolution Authorizing Robert L. Baird, Mayor of the City of Bellbrook, to Enter into an Amended Employment Agreement with Mark A. Schlagheck, City Manager/Finance Director.**

WHEREAS, the Council of the City of Bellbrook and Mark A. Schlagheck desire to amend their written employment agreement, and

WHEREAS, it is required that the Council of the City of Bellbrook, pursuant to Article VI, Section 6.01 of the Bellbrook Charter, shall appoint a City Manager by a majority vote of its Members and fix his or her compensation.

#### **Now, Therefore, the City of Bellbrook Hereby Resolves:**

Section 1. Robert L. Baird, as Mayor of the City of Bellbrook, is hereby authorized to execute an amended employment agreement, attached hereto, with Mark A. Schlagheck on behalf of the City of Bellbrook.

Section 2. That Mark A. Schlagheck is granted a bonus in the amount of eight percent (8%) of his annual salary, as permitted in the amended employment agreement.

Section 3. That this resolution shall take effect and be in force forthwith.

---

Robert L. Baird, Mayor

---

Jami L. Kinion, Clerk of Council

## Employment Agreement

This agreement is made this 9<sup>th</sup> day of ~~February 2015~~January 2017 at the City of Bellbrook, County of Greene and State of Ohio between the City of Bellbrook, Ohio, a municipal corporation, hereinafter referred to as “the City” and Mark A. Schlagheck, hereinafter referred to as “Schlagheck.”

### **RECITALS**

The Council of the City of Bellbrook having, by a majority of the vote, appointed Schlagheck as City Manager/Finance Director pursuant to Section 6.01 of the Charter of the City of Bellbrook, Ohio.

Schlagheck being willing to accept the appointment as City Manager/Finance Director and perform all of the powers and duties as contained in Section 6.03 of the Charter of the City of Bellbrook, Ohio.

In consideration of the mutual covenants and promises of the parties hereto, the City and Schlagheck covenant and agree as follows:

#### **Section 1: Nature of Appointment**

The City does hereby appoint, engage and hire Schlagheck as City Manager/Finance Director. He shall administer the affairs of the City of Bellbrook, Ohio and perform all of the duties as outlined in Section 6.03 of the Charter of the City of Bellbrook, Ohio and Schlagheck does hereby accept the appointment as City Manager/Finance Director.

#### **Section 3: Economic Package and Review**

The City agrees that it will adopt a resolution pursuant to Section 5.01 of the Charter of the City of Bellbrook, Ohio setting Schlagheck’s base salary at \$~~94,300~~120,679 effective ~~December~~January 1, ~~2009~~2017. Payment of this salary shall be made in installments on a biweekly basis, the same as other employees of the City of Bellbrook, Ohio.

Council shall conduct an annual performance evaluation on Schlagheck’s performance. If the evaluation is deemed satisfactory, ~~Council shall pay Schlagheck a bonus of up to 6% of his annual salary~~shall be eligible for a discretionary bonus. Council shall conduct an annual performance evaluation of Schlagheck no later than January 20<sup>th</sup> of each succeeding year. With each annual evaluation, the City shall set Schlagheck’s base salary and consider paying an annual merit bonus based on performance.

~~In addition, the City shall pay the employee portion of the Ohio Public Employees Retirement System contributions on behalf of Schlagheck. Further~~In addition, Schlagheck shall receive a yearly car allowance in the amount of \$7,200 per year. This allowance shall be made in installments on a biweekly basis.

#### **Section 4: Fringe Benefits and Residency**

Health Insurance – Schlagheck shall be entitled to the same health insurance policy as other City employees. If Schlagheck chooses not to take the medical insurance coverage, the City will pay Schlagheck \$7,000 for each year where coverage is not taken. These payments shall be paid on a bi-weekly basis.

Vacation credits – The City shall recognize Schlagheck’s fourteen (14) years of service with his previous employers for purposes of determining the proper vacation credit accrual rate. ~~On January 1, 2010, the City will credit Schlagheck with four weeks vacation per Section 254.11 of the Bellbrook Municipal Code.~~

Sick leave – The City shall permit Schlagheck to transfer his unused accumulated 775 sick leave credits from his prior employment with the City of Centerville to the City of Bellbrook.

Miscellaneous benefits – The City agrees that Schlagheck shall be entitled to the same normal miscellaneous fringe benefits which are extended to other City employees.

Residency – The City agrees to waive a residency requirement of Schlagheck.

#### **Section 5: Professional Dues, Education and Professional Liability Coverage**

The City agrees to pay the professional dues, continuing educational courses, membership fees and subscription fees of Schlagheck for his participation in reasonable and relevant organizations such as the ICMA, GFOA, OCMA, Ohio GFOA, the Chamber of Commerce or Rotary Club.

Any travel expenses shall be covered as outlined in City of Bellbrook’s Personnel Manual.

The City agrees to provide Schlagheck with Employee Practices and Public Officials Liability Insurance protection ~~in the amount of \$10 million~~ against professional liability claims other than those which arise through misconduct or willful violation of the law.

#### **Section 6: Removal and Termination**

The City may remove Schlagheck and terminate this agreement at any time for just cause, defined, but not limited to the following:

- a) An illegal act involving personal gain to the City Manager
- b) Insubordination or willful refusal to follow the policy or lawful directives of the Council
- c) Insubordination or willful refusal to follow the Charter, Ordinances or Resolutions of the City of Bellbrook
- d) Conviction of any crime involving moral turpitude
- e) Willful neglect of duty
- f) Dishonesty in Office
- g) Breach of confidentiality of sensitive City business.

This Agreement may be terminated by either party giving sixty (60) days written notice of termination to the other party. The City may terminate Schlagheck as City Manager by motion with an affirmative vote of a majority of all members of Council pursuant to Section 6.04 of the Charter of the City of Bellbrook.

If the City should terminate this Agreement, Schlagheck shall be entitled to the continuation of the payment of his salary and all other benefits set forth in the Agreement for a period of six (6) months.

Should Schlagheck choose to terminate his employment with the City; he shall provide the City with sixty (60) days written notice.

**Section 7: Effective Date and Binding Effect**

This Agreement shall be effective ~~February 9, 2015~~ January 1, 2017 and supercedes the agreement dated ~~January 27, 2014~~ February 9, 2015.

This Agreement shall be binding on and shall inure to the benefit of any successor or successors of the City and personal representatives of Schlagheck.

In **WITNESS WHEREOF** the parties have executed this Agreement at Bellbrook, Ohio on the 9<sup>th</sup> day of ~~February 2015~~ January 2017.

Witnesses:

CITY OF BELLBROOK

\_\_\_\_\_

By:

\_\_\_\_\_

Robert L. Baird, Mayor

\_\_\_\_\_

\_\_\_\_\_

Mark A. Schlagheck, City Manager

Approved as to form, consistency  
with existing ordinances, the  
charter & constitutional provisions  
Patricia N. Campbell  
Municipal Attorney