

RESOLUTION NO. 22-855

A RESOLUTION AUTHORIZING AN EMPLOYMENT CONTRACT WITH
THE INTERIM VILLAGE MANAGER

WHEREAS: the Village of Silverton created the position of Village Manager pursuant to the Village Charter; and

WHEREAS: Village Council, by agreement of its members has determined the terms, compensation, and benefits for employment of the Village Manager; and

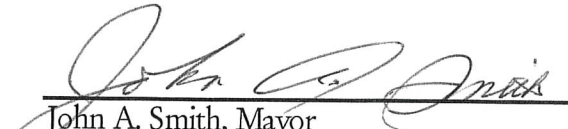
WHEREAS: in order to maintain the operations of the Village, Council desires to retain C. Michael Lemon as Interim Village Manager under the terms set forth in "Exhibit A" (attached hereto) until a full-time Village Manager is hired.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF SILVERTON, OHIO:

SECTION 1. The Interim Village Manager's Contract of Employment, attached hereto as "Exhibit A", is approved by Council and shall go into effect on the day stated in that agreement.


SECTION II. This Resolution shall take effect and be in full force at the earliest time provided by law.

PASSED this 7th day of April, 2022.



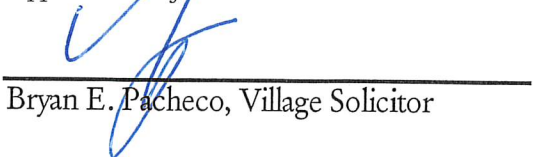
John A. Smith, Mayor

ATTEST:



Thomas M. Carroll, Village Manager

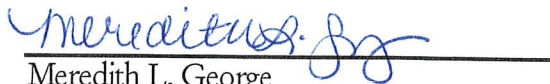
Approved as to form:



Bryan E. Pacheco, Village Solicitor

CERTIFICATION:

I, Meredith L. George, Clerk of Council of the Village of Silverton, County of Hamilton, State of Ohio; do hereby certify that there is no newspaper published in said municipality and that publication of the foregoing Ordinance No. 22-855 has been duly made by posting true copies in two (2) places that are accessible by the public in said municipality, as determined by Council as follows: 1) Silverton Town Hall lobby area and Council Chambers foyer; and 2) Silverton's official website. Said posting was for a period of fifteen days commencing April 8, 2022.



Meredith L. George
Clerk of Council, Silverton, Ohio

**TERMS OF APPOINTMENT
FOR INTERIM VILLAGE MANAGER, SILVERTON, OHIO**

This Terms of Appointment for Interim Village Manager (“Agreement”) are made this 7th day of April, 2022 by and between The Village Council of Silverton, Ohio (“Silverton”) and C. Michael Lemon (“Interim Village Manager”).

RECITALS

WHEREAS, the intent of this agreement is to ensure service to Silverton (“Village”), as well as to provide service from the Interim Village Manager to Silverton; and

WHEREAS, this document or any action by the Village Council does not confer any right or interest that is not permitted by the Silverton Charter or the Ohio Revised Code; and

WHEREAS, Village Council shall retain the right to terminate the employment of the Interim Village Manager, without cause and without a hearing at any time as set forth in Article III hereof; and

WHEREAS, this Agreement is entered into by and between the Village Council and Interim Village Manager from April 4, 2022, until terminated by either party; and

WHEREAS, The Interim Village Manager Village Council expressly acknowledge and fully understand, as indicated by their respective signatures below, the foregoing terms of appointment.

ARTICLE I

DUTIES

The Interim Village Manager shall, under the direction and supervision of the Village Council:

1. Perform all the duties of City Manager as specified in Article V of the Charter of the City of Silverton and the Municipal Code of Ordinances
2. Attend all meetings of the Village Council ;
3. Prepare and submit to the Village Council such reports as are required by the Village Council;

The Village Council agrees to permit the Interim Village Manager to engage in outside employment or business enterprise, so long as no conflict of interest with the Village of Silverton exists and the Interim Village Manager fulfills his duties and responsibilities specified herein to the Village Council and Village of Silverton. It is agreed and understood by the parties that the Interim Village Manager shall not be required and expected to serve on the Board of the Deer Park Silverton Joint Fire District.

ARTICLE II

COMPENSATION

The Village of Silverton hereby fixes the compensation and benefits for the Interim Village Manager effective the 4th day of April, 2022 as follows:

The salary for the Interim Village Manager shall be \$53.50 per hour for time worked. It is agreed and understood by the parties that the Interim Village Manager is expected to work approximately 20 hours per week and shall have flexibility to perform his duties.

1. The position of Interim Village Manager is a salaried appointment and is an exempt position under the Fair Labor Standards Act.
2. Reimbursement for vehicle mileage shall be made based upon the Federal Standard Mileage Rate as provided under current Internal Revenue Service regulations for the use of the Interim Village Manager's privately owned vehicle. A travel/expense form, in an approved standardized format, shall be submitted, stating the actual mileage and summary of the official business undertaken in connection with the requested reimbursement.
3. The Interim Village Manager shall participate in the State of Ohio PERS retirement system in accordance with Ohio law with the Village of Silverton contributing both the employer and employee shares.
4. Any reasonable expenses in connection with the official business of the Interim Manager shall be reimbursed to him, subject to the review and approval of the Finance Director, upon his submitting a receipt evidencing the expense along with an approved standardized reimbursement form fully disclosing the nature and purpose of the expense.

ARTICLE III

TERMINATION AND SEVERANCE

1. If the Village Council, in its discretion, determines it is in the best interest of the Village to terminate the Agreement, Council shall give the Interim Manager a minimum of thirty (30) calendar days' notice of its decision to terminate this Agreement. Unless otherwise directed by Council in its notice of termination, the Interim Manager shall, for the thirty (30) calendar day notice period, continue to fulfill the Interim Manager's duties and obligations as set forth herein, until the conclusion of such thirty (30) day period.

ARTICLE IV

MISCELLANEOUS

1. The foregoing terms of appointment shall be construed and governed by the laws of the State of Ohio.
2. The effective date of this Terms of Appointment for the Interim Village Manager shall be the 4th day of April, 2022. The Interim Village Manager shall overlap with the incumbent Village Manager from April 4 to April 8th, at which time the incumbent Village Manager shall terminate his employment with the Village of Silverton and the Interim Village Manager shall have all the duties and responsibilities provided for in this Agreement.

ARTICLE V

MODIFICATIONS

The foregoing terms and provisions constitute the entire terms of agreement of the Interim Village Manager and there are no other terms, conditions, understandings or agreement either in writing or made orally between the Interim Village Manager and the Village of Silverton in connection with this appointment. Any subsequent modification to the terms of this appointment shall be in writing and attached to this document and shall be effective only upon resolution of the Village Council.

Executed this ____ day of _____, 2022.

FOR SILVERTON, OHIO

C. Michael Lemon

John A. Smith, Mayor