

RECORD OF RESOLUTIONS

Resolution No. 2020-B

January 13, 2020

City of Bellbrook

Resolution No. 2020-B

A Resolution Authorizing Michael W. Schweller, Mayor of the City of Bellbrook, to Enter into an Amended Employment Agreement with Melissa J. Dodd, City Manager/Finance Director.

WHEREAS, the Council of the City of Bellbrook and Melissa J. Dodd 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.

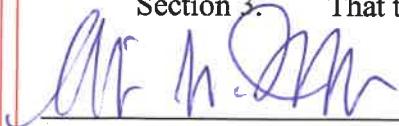
Now, Therefore, the City of Bellbrook Hereby Resolves:

Section 1. Michael W. Schweller, as Mayor of the City of Bellbrook, is hereby authorized to execute an amended employment agreement, attached hereto, with Melissa J. Dodd on behalf of the City of Bellbrook.

Section 2. That Melissa J. Dodd be afforded a cost of living increase in the amount of two and three quarter percent (2.75%).

Section 3. That Melissa J. Dodd is granted a bonus in the amount of \$7,000, as permitted in the amended employment agreement.

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



Michael W. Schweller, Mayor



Pamela Timmons, Clerk of Council

Employment Agreement

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This ~~agreement~~ Agreement is made this ~~28th~~-~~1st~~ 3rd day of January ~~2019-2020~~ at-in 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 Melissa J. Dodd, hereinafter referred to as "Dodd." This Agreement is made and entered into pursuant to the Charter of the City of Bellbrook, Ohio.

RECITALS

WHEREAS, on April 9, 2018, ~~the~~ the Council of the City of Bellbrook having, by a majority of the vote, appointed Dodd as City Manager/Finance Director pursuant to Section 6.01 of the Charter of the City of Bellbrook, Ohio; ~~and~~-

WHEREAS, Dodd has continued to serve the City as City Manager/Finance Director and perform all of the powers and duties of that position since Dodd's original date of appointment; and

WHEREAS, the City wishes to continue to employ Dodd as the City Manager/Finance Director of the City as provided by the City Charter; and

WHEREAS, Dodd ~~has expressed the desire and being-willingness~~ ~~to accept the appointment~~ ~~continue in her capacity~~ 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 ~~and~~-

WHEREAS, ~~in~~ in consideration of the mutual covenants and promises of the parties hereto, the City and Dodd covenant and agree ~~to renew Dodd's Agreement with the City and establish certain conditions of employment and provide certain benefits~~ as follows:

Section 1: Nature of Appointment

The City does hereby appoint, engage and ~~hire~~ renew Dodd's Agreement with the City to continue to serve as City Manager/Finance Director. ~~She~~ Dodd 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 Dodd does hereby accept ~~the~~ her continued 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 Dodd's base salary at ~~\$102,750~~\$105,575 effective January 1, ~~2019~~2020. 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 evaluation on Dodd's performance. Council shall conduct this annual performance evaluation no later than January 31st of each year. With each annual evaluation that is deemed satisfactory, the City shall set Dodd's base salary and consider paying an annual merit bonus based on performance. Dodd's salary shall not be reduced during the term of this Agreement except by mutual written agreement.

In addition, Dodd shall receive a yearly car allowance in the amount of \$4,800 per year subject to increase. This allowance shall be made in installments on a biweekly basis.

Section 4: Fringe Benefits and Residency

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

Vacation leave – The City grants Dodd four weeks (160 hours) of vacation at the beginning of this Agreement. Dodd shall accrue four weeks annually on her employment anniversary date. After five years of service with the City, Dodd shall receive five weeks (200 hours) of vacation annually. Dodd will be subject to the vacation carryover provisions established in the Personnel Manual.

Sick leave – The City shall permit Dodd to transfer her unused accumulated sick leave credits, not to exceed 250 hours, from her prior employment with the Village of Yellow Springs to the City of Bellbrook.

Miscellaneous benefits – The City agrees that Dodd 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 Dodd.

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 Dodd for her participation in reasonable and relevant organizations such as the International City/County Management Association (ICMA), Government Finance Officers Association (GFOA), Ohio City/County Management Association (OCMA), or the Ohio GFOA.

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

The City agrees to provide Dodd with Employee Practices and Public Officials Liability Insurance protection against professional liability claims other than those which arise through willful misconduct or willful violation of the law.

Section 6: Removal and Termination

The City may remove Dodd and terminate this agreement-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 Dodd 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, Dodd shall be entitled to the continuation of the payment of her salary and all other benefits set forth in the Agreement for a period of six (6) months.

| Should Dodd choose to terminate his-her employment with the City; she shall provide the City with sixty (60) days written notice.

Section 7: Effective Date and Binding Effect

| This Agreement shall be effective January ~~28¹³~~, 20192020.

| This Agreement shall be binding on and shall inure to the benefit of any successor or successors of the City and personal representatives of Dodd and shall continue until terminated.

In **WITNESS WHEREOF** the parties have executed this Agreement at Bellbrook, Ohio on the ~~28th~~ this-13th day of January 20192020.

Witnesses:

CITY OF BELLBROOK

By: _____
Michael W. Schweller, Mayor

Melissa J. Dodd, City Manager

Approved as to form, consistency
with existing ordinances, the
charter & constitutional provisions
Stephen M. McHugh, Municipal Attorney