

RESOLUTION NO. 2015-40-F

**RE-APPOINTING EVONNE KOVACH TO THE POSITION OF
MUNICIPAL MANAGER AND AUTHORIZING THE MAYOR
TO ENTER INTO AN EMPLOYMENT AGREEMENT
AND ESTABLISHING CERTAIN TERMS OF EMPLOYMENT**

WHEREAS, Section 4.01 of the Village Charter provides that Municipal Manager shall be appointed by the Village Council; and

WHEREAS, the Village Council has determined that Evonne Kovach has the best qualifications for the position of Municipal Manager.

NOW, THEREFORE, be it resolved by the Council of the Village of Greenhills, Ohio.

SECTION 1.

That Evonne Kovach is hereby appointed to the position of Municipal Manager.

SECTION 2.

That the employment of the Municipal Manager shall be in accordance with the provisions of Article IV of the Charter of the Village of Greenhills. Other terms of employment not in conflict with the Charter and Ordinances of the Village of Greenhills shall be as set forth in the Employment Agreement attached hereto as Exhibit "A" which is incorporated herein by reference.

SECTION 3.

That the Mayor is hereby authorized to execute the Employment Agreement on behalf of the Village of Greenhills.

SECTION 4.

That this resolution is and shall be effective from and after the earliest period allowed by law.

Passed this 10th day of November, 2015.

David Moore, MAYOR /s/

Kathryn L. Lives, CLERK OF COUNCIL /s/

EMPLOYMENT AGREEMENT

This Agreement made and entered into this 10th day of November, 2015 by and between the Village of Greenhills, Hamilton County, Ohio, whose address is 11000 Winton Road, Greenhills, Ohio 45218, hereinafter referred to as the “Village,” and Evonne Kovach, hereinafter referred to as “Employee,” both of who understand as follows:

WHEREAS, the Village desires to enter into an employment agreement for the services of Evonne Kovach as Municipal Manager of Village of Greenhills, Hamilton County, Ohio as provided by Section 4.01 Greenhills Charter;

WHEREAS, it is the desire of the Council of the Village of Greenhills, hereinafter referred to as “Council,” to provide certain benefits, establish certain conditions of employment, and to set working conditions of said Employee; and

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

SECTION 1. DUTIES

The Village hereby agrees to continue to employ Evonne Kovach as Municipal Manager to perform the functions and duties specified in the Greenhills Charter and to perform other legally permissible and proper duties and functions the Council shall from time to time assign.

SECTION 2. TERM

a. Employee shall serve an indefinite term subject to the Council’s pleasure effective upon adoption of the resolution;

b. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Council to terminate the services of Employee at any time subject to the provisions set forth in Section 4.06 of the Greenhills Charter; and

c. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign at any time from Employee’s position with the Village, subject to notice to the Council of a minimum of 30 days, provided in such instance Employee shall not be entitled to severance pay.

SECTION 3. DISCIPLINE, SUSPENSION, AND TERMINATION

a. The procedure for discipline including suspension and termination of the Employee is located in Section 4.06 of the Greenhills Charter.

SECTION 4. SALARY

a. The Village agrees to pay Employee for Employee's services rendered pursuant hereto an annual base salary of Eighty-six Thousand Six Hundred and Eighty Dollars (\$86,680) currently effective payable in installments at the same time as other employees of the Village are paid. Said sums include the ten percent (10%) OPERS pickup, which will be paid by and withheld from the Employee's paycheck.

b. The Village agrees to review said base salary and / or other benefits of Employee and to such extent as the Council may determine it is desirable to do so, on the basis of an annual review of said Employee as set forth in Section 5 made on or before the end of each calendar year. Any salary and / or other benefit adjustments shall be by Resolution at a regular Council meeting and is contingent upon a satisfactory performance evaluation.

SECTION 5. PERFORMANCE EVALUATIONS

a. The Council shall evaluate the performance of the Employee annually thereafter by the end of June. Said evaluation shall be in accordance with specific criteria developed jointly between the Village and the Employee. Said criteria may be added to or deleted from as the Council may from time to time determine in consultation with the Employee. Further, the Mayor, or the Mayor's designee, shall provide the Employee with a summary written statement of the findings of Council and provide adequate opportunity for the Employee to discuss Employee's evaluation with Council.

b. Annually Council and Employee shall define such goals and performance objectives that they determine necessary for proper operation of the Village and attainment of the Council's policy objectives and shall further establish a relative priority among the various goals and objectives, said goals and objectives shall be reduced to writing. Such goals and objectives shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided.

SECTION 6. HOUR OF WORK

It is recognized that Employee must devote a great deal of time outside the normal office hours to the business of the Village, and to that end, Employee will be allowed to take reasonable compensatory time off as Employee shall deem appropriate during said normal office hours, providing that the Village's business affairs do not suffer, and further providing that such

compensatory time shall not accumulate to more than five (5) working days annually or such other number of days as agreed to by the Village and the Employee.

SECTION 7. AUTOMOBILE

Employee's duties are such that it is requisite that the Employee has an automobile available for Village business at all times. As such, Employee shall receive an annual car allowance of six thousand dollars (\$6,000.00), paid out at five hundred dollars (\$500.00) per month.

SECTION 8. VACATION AND SICK LEAVE

Employee shall accrue, and have credited to Employee's personal account, vacation and sick leave at the same rate as other employees.

SECTION 9. HEALTH AND LIFE INSURANCE

a. The Village agrees to put into force and to make required premium payments on behalf of the Employee for insurance policies for life, accident, sickness, and major medical group insurance covering Employee and Employee's dependents on the same basis as that provided to all other non-union employees.

b. The Village agrees to purchase and to pay premiums on a term life insurance policy on the same basis as that provided to all other non-union employees. The Employee shall have the right to designate the beneficiary of the policy.

SECTION 10. RETIREMENT AND DEFERRED COMPENSATION

a. The retirement plan provided for the Employee will be that of the Ohio Public Employees Retirement System (OPERS). The Village will pay the employer's portion and the Employee will pay the employee's share of OPERS.

b. The Employee may, at the Employee's option, designate a portion of the Employee's annual salary to be paid to a deferred compensation plan.

SECTION 11. DUES AND SUBSCRIPTIONS

The Village agrees to budget and to pay the professional dues and subscriptions of Employee necessary for the Employee's continuance and full participation in National, Regional, State, and Local associations and organizations necessary and desirable for Employee's

continuing professional participation, growth, and advancement, and for the good of the Village and Employee shall advise the Village of all such expenses.

SECTION 12. OTHER BENEFITS

All provisions of the Village of Greenhills Personnel Policy Handbook relating to sick leave, retirement and pension system contributions, holidays, and other fringe benefits and working conditions as they now exist or hereafter may be amended, also shall apply to the Employee as they would to other employees of the Village, provided the Employee also shall receive any additional benefits enumerated specifically for the benefit of Employee.

SECTION 13. PROFESSIONAL DEVELOPMENT

The Village agrees to budget for and to pay reasonable and necessary travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official functions of Employee and the Employee shall advise the Village of all such expenses.

SECTION 14. RESIDENCE

As Municipal Manager, the Employee shall not be required to reside in Village of Greenhills, Hamilton County, Ohio. However, it is our preference for you to become a full-time resident of the Village of Greenhills.

SECTION 15. INDEMNIFICATION

As required under Ohio Revised Code 2744.07 as applicable, the Village shall provide the defense of an employee, in any state or federal court, in any civil action or proceeding brought by a third party to recover damages for injury, death, or loss to persons or property allegedly caused by an act or omission of the Employee in connection with a governmental or proprietary function if the act or omission occurred while the Employee was acting in good faith and not manifestly outside the scope of Employee's employment or official responsibilities. The duty to provide for the defense of Employee does not apply in an action or proceeding that is commenced by or on behalf of the Village. The Village shall indemnify and hold harmless Employee in the amount of any judgment, other than a judgment for punitive or exemplary damages, that is obtained against the Employee in a state or federal court or as a result of a law of a foreign jurisdiction and that is for damages for injury, death, or loss to persons or property caused by an act or omission in connection with a governmental or proprietary function, if at the time of the act or omission the Employee was acting in good faith and within the scope of Employee's employment or official responsibilities.

SECTION 16. GENERAL PROVISIONS

- a. This text shall constitute the entire agreement between the parties;

b. This Agreement shall be binding upon the parties hereto and their successor and assigns;

c. This Agreement shall become effective the _____ day of _____, 2015;

d. If any provision of the Agreement is found to be unlawful or invalid, the remainder of this Agreement, or portions thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect; and

e. For purposes of this Agreement the Mayor of the Village of Greenhills or the Mayor's designee shall, unless otherwise indicated, be responsible for the implementation of the terms of this Agreement.

IN WITNESS WHEREOF, the Council for Village of Greenhills, Hamilton County, Ohio has caused this Agreement to be signed and executed by the Mayor of the Village of Greenhills, and the Employee has signed and executed this Agreement, in duplicate, on the 10th day of November, 2015.

Village of Greenhills:

Employee:

David B. Moore, Mayor
Village of Greenhills

Evonne Kovach