

AGENDA

**PIQUA CITY COMMISSION
SPECIAL MEETING
ADMINISTRATIVE CONFERENCE ROOM
THURSDAY, SEPTEMBER 29, 2011
10:00 A.M.
201 WEST WATER STREET
PIQUA, OHIO 45356**

CALL TO ORDER

ROLL CALL

A. NEW BUSINESS

a. RES. NO. R-119-11

A Resolution hiring Gary A. Huff as City Manager and setting forth his terms of employment, compensation and conditions

B. ADJOURNMENT

RESOLUTION NO. R-119-11

**A RESOLUTION HIRING GARY A. HUFF AS CITY
MANAGER AND SETTING FORTH HIS TERMS OF
EMPLOYMENT, COMPENSATION AND CONDITIONS**

WHEREAS, it is necessary to fill the office of City Manager of the City of Piqua, Ohio; and

WHEREAS; the Piqua City Commission has conducted a search to obtain qualified candidates; and

WHEREAS; the Piqua City Commission has determined that Gary A. Huff is the most qualified candidate; and

WHEREAS; it is necessary to set forth employment compensation and conditions for the City Manager;

NOW, THEREFORE, BE IT RESOLVED by the Commission of the City of Piqua, Miami County, Ohio, the majority of all members elected thereto concurring, that:

SEC. 1: The agreement appended hereto (Exhibit "A") between the City and Gary A. Huff is hereby approved;

SEC. 2: This Resolution shall take effect and be in force from and after the earliest period allowed by law.

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION

AGREEMENT
Exhibit "A"
September 2011

The following agreement is an employment agreement between the City of Piqua, Ohio and Gary A. Huff. Mr. Huff agrees to devote his working time and best efforts to perform the services of City Manager of Piqua under the following terms, all of which are subject and subordinate to Section 30 of the Piqua Charter:

1. **Salary**

The City Manager's anticipated start date will be on or before October 24, 2011.

The City Manager's salary is \$120,000. Hereafter, the City Commission, following the annual evaluation of the City Manager's performance in October of each calendar year, may grant an increase in annual salary to be effective May 1 of the upcoming year based on the evaluation and the economic conditions of the City.

2. **Automobile Allowance**

The City shall provide a monthly \$400.00 allowance to the City Manager in lieu of providing a vehicle, insurance, maintenance, or operating expenses. The City Manager shall be entitled to reimbursement for any mileage outside of a fifty-mile radius of the City for City business and to be reimbursed pursuant to general City policy.

3. **Retirement**

Manager shall be included in PERS (Ohio Public Employee Retirement System).

3.1 The City shall pay \$5,000 per year into the Manager's 457 Deferred Compensation Account with the ICMA Retirement Corporation.

4. **Termination**

The City Manager shall be entitled to 12 months of annual salary at the rate the City Manager is earning at the time of termination, family health insurance coverage equal to the City and Manager cost on the last day of employment, plus the accumulated value of vacation and personal leave, payable in one lump sum in the event that the City Manager's employment is terminated by the City. The City Manager shall not be entitled to the severance compensation described herein if he resigns his employment with the City, or in the event that he is terminated for the commission of an act in violation of federal, state, or local law.

4.1 As a result of any legal disputes between the parties regarding this agreement and requiring legal actions or proceedings, legal costs for the Manager shall be the responsibility of the losing party.

5. **Vacation**

Manager shall be given a credit of 10 days vacation time upon initiating his employment with the city. Thereafter, the Manager shall accumulate vacation time at the rate of 15 days per year. Vacation must be used during the anniversary year that immediately follows the anniversary year during which the vacation was earned. Vacation not used within that time will be forfeited.

6. **Moving Expense**

City shall pay for relocation expenses, including packing, moving, storage, and unpacking to Piqua. Manager shall make every effort to obtain said services for the lowest possible cost. Manager will be responsible for repayment of relocation expenses if he voluntarily resigns employment prior to one year.

6.1 The City shall pay Manager an interim housing supplement of \$1,000 per month for a period of six (6) months, or until a home is purchased and closed on, whichever comes first.

6.2 Manager shall be reimbursed for the expenses of packing, unpacking, and moving from temporary housing to permanent housing within the City of Piqua.

7. **Residency**

Manager shall secure housing within the City of Piqua within 30 days of his employment.

8. **Sick Leave**

Manager shall be entitled to earn and accumulate sick leave on the basis of one and one quarter days for each month of service. Manager will not be entitled to receive compensation for these hours if terminated, except as provided in Chapter 33.

9. **General Business Expenses**

The City agrees as budget permits to pay for professional dues and subscriptions of the Manager necessary for continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable

for the Manager's continued professional participation, growth, and advancement, and for the good of the City.

9.1 The City agrees as budget permits to pay for travel and subsistence expenses of Manager for professional and official travel, meetings, and occasions to adequately continue the professional development of the Manager and to pursue necessary official functions for the City, including but not limited to the ICMA Annual Conference, the Ohio Municipal League, the Ohio City-County Management Association, and other national, regional, state, and local government groups and committees in which the Manger serves as a member.

9.2 The City agrees as budget permits to pay for travel and subsistence expenses of Manager for short courses, institutes, and seminars that are necessary for the Manager's professional development and for the good of the City.

9.3 The City acknowledges the value of having Manager participate and be directly involved in local civic clubs or organizations associated with municipal government and/or the practice of his profession. Accordingly, City shall pay as budget permits for reasonable membership fees and/or dues to enable the Manager to become an active member in local civic clubs or organizations. Manager shall provide a list to the City Commission for pre-approval of those organizations he wishes to join before doing so.

9.4 The City shall provide Manager with an in-office computer, software, cell phone (or cell phone allowance), and other office equipment required for the Manager to perform the job and to maintain communication.

10. **Outside Activities**

The employment provided for by this agreement shall be the Manager's sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the City and community, the Manager may elect to accept limited teaching, consulting, or other business opportunities with the understanding that such arrangements shall not constitute interference with nor a conflict of interest with his responsibilities under this agreement. Manager shall seek pre-approval of the City Commission before accepting any such opportunity.

11. **Hours of Work**

It is recognized that the Manager must devote a great deal of time outside the normal office hours on business for the City, and to that end the Manager shall be allowed to establish an appropriate work schedule.

12. **Effective Date**

This agreement shall take effect at the earliest period allowed by law and Manager's employment shall commence on or before October 24, 2011 and this contract will expire on October 24, 2014. Six (6) month's notice prior to the expiration date shall be given to the City Manager if it is the intention of the City Commission not to renew the agreement. Failure to provide six (6) month's notice will result in six (6) months severance paid to the City Manager as provided for in section 4 – Termination.

This agreement will be adopted in an open meeting of the City Commission and will be a matter of public record.

By: 

Gary A. Huff

Mayor Lucinda Fess

Commissioner John Martin

Commissioner Judy Terry

Commissioner Joseph Wilson

Commission William Vogt