



AGENDA

PIQUA CITY COMMISSION
SPECIAL MEETING
TUESDAY, OCTOBER 27, 2020
5:30 PM

PIQUA MUNICIPAL GOVERNMENT COMPLEX- COMMISSION CHAMBER
201 WEST WATER STREET
PIQUA, OHIO 45356

CALL TO ORDER

THE PLEDGE OF ALLEGIANCE

ROLL CALL OF PIQUA CITY COMMISSION

EXECUTIVE SESSION:

1. To consider the appointment, employment or compensation of the City Manager

ADJOURN FROM EXECUTIVE SESSION

NEW BUSINESS

1. RES. NO. R-116-20
A Resolution hiring L. Paul Oberdorfer as City Manager and setting forth his terms of employment compensation and conditions

PUBLIC COMMENT

COMMISSIONERS COMMENT

ADJOURNMENT

RESOLUTION NO. R-116-20

**A RESOLUTION HIRING L. PAUL OBERDORFER
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 L. Paul Oberdorfer 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 L. Paul Oberdorfer is hereby approved;

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

KRIS LEE, MAYOR

PASSED: _____

ATTEST: _____
KAREN S. JENKINS
CLERK OF COMMISSION

The Motion to adopt the foregoing Resolution was offered by _____

seconded by _____ and on roll call the following vote ensued:

Mayor Kris Lee	_____
Commissioner Kathryn B. Hinds	_____
Commissioner Cindy Pearson	_____
Commissioner Chris Grissom	_____
Commissioner Thomas Fogt	_____

AGREEMENT
Exhibit "A"
October 2020

The following agreement is an employment agreement between the City of Piqua, Ohio and L. Paul Oberdorfer. Mr. Oberdorfer 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 January 11, 2021. The City Manager's salary is \$165,000. Hereafter, the City Commission, following the annual evaluation of the City Manager's performance in January of each calendar year, may grant an increase in annual salary to be effective January 1st of the upcoming year based on the evaluation and the economic conditions of the City.

2. **Automobile Allowance**

The City shall provide a monthly \$500.00 allowance to the City Manager in lieu of providing a vehicle, insurance, maintenance, or operating expenses.

3. **Retirement**

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

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, 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 25 days vacation time upon initiating his employment with the city. Thereafter, the Manager shall accumulate vacation time at the rate of 25 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. With written consent, Commission may allow carry-over of vacation in special circumstances.

6. **Moving Expense**

City shall reimburse for relocation expenses, including packing, moving, storage, and unpacking to Piqua up to \$5000.00. 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.

7. **Residency**

Manager shall secure housing within the City of Piqua within 365 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. The Manager may be credited up to 120 days of unused sick leave accumulated during prior service with another political subdivision upon hire.

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 Manager 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 January 11, 2021.

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

By: _____

L. Paul Oberdorfer

Mayor Kris Lee.

Commissioner Thomas Fogt

Commissioner Cindy Pearson

Commissioner Kathryn B. Hinds

Commissioner Chris Grissom