

**ORDINANCE NO. 2009-051**

**AN ORDINANCE AMENDING THE EMPLOYMENT AGREEMENT BETWEEN  
BRUCE SNELL AND THE VILLAGE OF WAYNESVILLE AND DECLARING AN  
EMERGENCY**

**WHEREAS**, the Council of Waynesville, Ohio, has previously determined that Bruce Snell has the best qualifications necessary to be the Village Manager of Waynesville, Ohio; and

**WHEREAS**, the Village of Waynesville has previously entered into an Employment Agreement with Bruce Snell as Village Manager; and

**WHEREAS**, Council for the Village of Waynesville has determined that certain amendments to the Employment Agreement are appropriate; and

**WHEREAS**, five members of Council are necessary for approval as required by Charter.

**NOW THEREFORE BE IT ORDAINED** by the Village Council of the Village of Waynesville, \_\_\_\_ members elected thereto concurring:

**Section 1.** That the Employment Agreement between Bruce Snell and the Village of Waynesville is hereby amended as set forth in Exhibit A, attached hereto and incorporated herein by reference retroactive to 09/10/2009.

**Section 2.** That the Mayor is hereby authorized to execute the amended Employment Agreement attached hereto as Exhibit "A" and incorporated herein by reference, on behalf of the Village of Waynesville, Ohio.

**Section 3.** That is Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and general welfare and shall be effective immediately upon its passage. The reason for said declaration of emergency is the need to implement the amendments to the Employment Agreement at the earliest possible date and prior to the end of calendar year 2009.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2009.

Attest: \_\_\_\_\_  
Staci Morris, Clerk of Council

\_\_\_\_\_  
Earl J. Isaacs, Mayor

# **EMPLOYMENT AGREEMENT**

**Bruce S. Snell**

**2008**

**Amended December 21, 2009**

# EMPLOYMENT AGREEMENT

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## **Introduction**

This Agreement, made and entered into this 3rd day of November, 2008, by and between the Village of Waynesville, which is a municipal corporation in Warren County, Ohio, (hereinafter called Employer”) and Bruce S. Snell, (hereinafter called “Employee”) an individual who has the education, training and experience in local government management and who, as a member of ICMA, is subject to the ICMA Code of Ethics, both of whom agree as follows:

### **Section 1: Term**

This agreement shall remain in full force in effect on September 10, 2008 until terminated by the Employer as provided in Section 5.01 of the Charter of the Village of Waynesville, or by the Employee as provided in Section 10 of this agreement. This agreement shall be reviewed and updated annually.

### **Section 2: Duties and Authority**

Employer agrees to employ Bruce S. Snell as Village Manager to perform the functions and duties specified in Section 5 of the Village Charter and to perform other legally permissible and proper duties and functions.

### **Section 3: Compensation**

A. Base Salary: Employer agrees to pay Employee an annual base salary of \$56,550, retroactive to September 10, 2008, payable in installments at the same time and date as the other management employees of the Employer are paid.

B. This agreement shall be automatically amended to reflect any salary adjustments that are provided or required by the Employer's compensation policies.

C. Consideration shall be given on an annual basis to increase compensation via merit pay increase and/or bonus based upon the results of a performance evaluation conducted by Council under the provisions of Section 11 of this Agreement.

D. The Employee shall receive any additional cost of living adjustment provided to other regular full-time staff.

E. The Employee shall be eligible for annual longevity pay after five (5) years of service as determined by Council.

### **Section 4: Health, Disability and Life Insurance Benefits**

A. The Employer agrees to provide health, hospitalization, surgical, vision, dental and comprehensive medical insurance for the Employee and his/her dependents equal to that which is provided to all other employees of the Village of Waynesville.

B. The Employer shall pay the amount of premium due for term life insurance in the amount of three (3) times the Employee's annual base salary, including all increases in the base salary during the life of this agreement. The Employee shall name the beneficiary of the life insurance policy.

### **Section 5: Vacation and Sick Leave**

A. The Employee shall be credited with sick leave and vacation leave equal to the balances of hours remaining at the end of the previous agreement, which expires in

October 2008, with the Employer. The Employee shall then accrue sick leave according to the Employer's Personnel Policy Manual. The Employee shall be entitled to three (3) weeks vacation annually.

B. Employee is entitled to cash out any remaining unused vacation leave as of December 1 of each year, limited to the amount of unused vacation leave that was earned during the year in which unused vacation leave is being cashed out.

C. Employee shall be granted paid holidays according to the personnel policy of Employer and, in addition, shall be granted one floating holiday per year plus three personal leave days.

D. In the event the Employee's employment is terminated, either voluntarily or involuntarily, the Employee shall be paid in full for all accrued vacation time, all paid holidays, personal leave, and other benefits to date.

### **Section 6: Automobile Expenses**

All mileage for Village business shall be reimbursed at the applicable rates allowed by the Internal Revenue service for mileage deduction.

### **Section 7: Retirement**

A. Employee shall participate, in the manner provided by law, in the Public Employees Retirement System (P.E.R.S.) of Ohio.

B. The Employer agrees to make all the appropriate contributions on the Employee's behalf, for both the Employer and Employee share required.

### **Section 8: General Business Expenses**

A. Employer agrees to budget for and to pay up to Three Thousand Dollars (\$3,000) annually for:

(1) Professional dues and subscriptions of the Employee necessary for continuation and full participation in national, regional, state, and local associations, and organizations necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the Employer.

(2) Travel, limited to destinations greater than 25 miles beyond Waynesville, Ohio, and subsistence expenses of Employee for professional and official meetings; occasions to adequately continue the professional development of Employee; and to pursue necessary official functions for Employer, including but not limited to the ICMA Annual Conference, the OCMA Conference, and such other national, regional, state, and local governmental groups and committees in which Employee serves as a member.

(3) Employer acknowledges the value of having Employee participate and be directly involved in local civic clubs or organizations. Accordingly, Employer shall pay for the reasonable membership fees and/or dues to enable the Employee to become an active member in local civic clubs or organizations.

B. Employer recognizes that Employee frequently travels in the local area on official Village business using his own vehicle, and Employer agrees to provide Employee with a monthly \$50.00 travel allowance for said expenses.

### **Section 9: Suspension, Termination, and Severance Pay**

- A. Employer may suspend the Employee with full pay and benefits at anytime during the term of this agreement.
- B. In the event Employee is terminated by the Village Council and during such time the Employee is willing and able to perform his duties under this agreement, then, in that event, Employer agrees to pay a lump sum cash payment equal to two (2) months' aggregate base salary, plus one month for each full year of completed service, provided that the maximum amount of severance shall not exceed one year's salary.
- C. In the event the Employee is terminated because of his conviction for an illegal act involving personal gain to him or for any criminal violation of state, local, or federal laws or for misfeasance, malfeasance, or nonfeasance in his official duties, Employer shall have no obligation to pay the aggregate severance sum in this paragraph.
- D. Should termination for other than cause as outlined in Paragraph 9(C) occur, Employee is entitled to the benefits set forth herein.
- E. If the Employer, citizens or legislature acts to amend any provisions of the Charter of the Village of Waynesville pertaining to the role, powers, duties, authority, responsibilities of the Employee's position that substantially changes the form of government, the Employee shall have the right to severance as described in Paragraph 9(B) above.

### **Section 10: Resignation**

In the event that the Employee voluntarily resigns his/her position with the Employer, the Employee shall provide a minimum of 60 days notice and shall receive no severance compensation unless both parties agree otherwise.

### **Section 11: Performance Evaluation**

- A. Employer shall annually review the performance of the Employee no later than July 31 of each year. The process at a minimum shall include the opportunity for both parties to: (1) prepare a written evaluation, (2) meet and discuss the evaluation, and (3) present a written summary of the evaluation results. The final written evaluation should be completed and delivered to the Employee within 30 days of the evaluation meeting.
- B. Annually, the Council and Employee shall define such goals and performance objectives which are determined necessary for the proper operation of the Village and in the attainment of Council's policy objectives and shall further establish a relative priority among those various goals and objectives. They shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations approved.

### **Section 12: Hours of Work**

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

### **Section 13: Outside Activities**

The employment provided for by this Agreement shall be the Employee's sole employment. Recognizing that certain outside opportunities provide indirect benefits to the Employer and surrounding communities, the Employee may elect to accept limited teaching, coaching, or other business opportunities with the understanding that such arrangements shall not constitute direct interference with nor conflict of interest with the responsibilities under this Agreement. Such outside opportunities undertaken by Employee shall be disclosed to Employer.

### **Section 14: Residency**

Bruce Snell resides within a twenty minute drive from the Village of Waynesville. The Council of the Village of Waynesville has waived any residency requirement.

### **Section 15: Other Terms and Conditions of Employment**

- A. The Employer, only upon agreement with Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Village Charter or any other law.
- B. All provisions of the Village Charter and Code, and the Personnel Rules, Regulations and Policy Manual of the Employer relating to holidays, and other fringe benefits and working conditions as they now exist or hereafter may be amended, also shall apply to Employees as they would to any other employees of the Village, in addition to said benefits enumerated specifically for the benefit of the Employee, except as herein provided.
- C. Employer shall not at any time during the term of this agreement reduce the salary, compensation, or other financial benefits of the Employee.

### **Section 16: Notices**

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

- (1) EMPLOYER: Clerk of Council and/or Council, Waynesville Government Center, 1400 Lytle Road, Waynesville, OH 45068
- (2) EMPLOYEE: Bruce Snell, 1859 Greenbrier Road, Lebanon, OH 45036

Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

### **Section 17: General Provisions**

A. Integration. This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or between the parties

are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this agreement during the life of the agreement. Such amendments shall be incorporated and made a part of this agreement.

B. Binding Effect. This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.

C. Effective Date. This Agreement shall become effective retroactive to September 10, 2008.

D. Severability. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

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Mayor Signature	Print Name	Date
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Employee Signature	Print Name	Date
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Clerk of Council Signature	Print Name	Date
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