



**Department of Public Utilities**  
City of Hamilton, Ohio  
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Hamilton, Ohio 45011  
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[www.hamilton-city.org](http://www.hamilton-city.org)

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**Municipal Arborist/Urban Forester**  
**Employment Agreement**

This Agreement is entered into this 10<sup>th</sup> day of December, 2015, by and between the City of Hamilton, Ohio, a chartered municipal corporation organized under the laws of the State of Ohio (the "City"), and David Bienemann, an individual (the "Municipal Arborist/Urban Forester") (collectively the "Parties").

**WHEREAS**, the City desires to employ the services of David Bienemann as Municipal Arborist/Urban Forester of the City of Hamilton, Ohio and David Bienemann has recognized and acknowledged the responsibilities and duties of the Municipal Arborist/Urban Forester;

**NOW, THEREFORE**, the Parties enter into this Agreement in exchange for and in consideration of the mutual promises and covenants contained herein.

**SECTION 1 - DUTIES**

Effective no later than January 11, 2016, David Bienemann agrees to commence employment as Municipal Arborist/Urban Forester for the City of Hamilton, Ohio, on the terms and conditions stated below. David Bienemann shall satisfactorily perform the duties of Municipal Arborist/Urban Forester as more fully described in the job description for this position, which may be revised from time to time, and perform other legally permissible and proper duties and functions as the Director of Public Utilities shall from time to time assign.

**SECTION 2 - AT-WILL EMPLOYMENT**

Either Municipal Arborist/Urban Forester or the City may terminate the employment relationship with the City at any time, for any reason, with or without cause or notice. The relationship remains at-will notwithstanding any provision in this Agreement to the contrary.

### **SECTION 3 - SALARY**

The City agrees to pay Municipal Arborist/Urban Forester for his services rendered pursuant hereto an annual base salary of Eighty-Five Thousand Five Hundred Nine dollars (\$85,509.00), less applicable taxes and withholdings.

City agrees to increase said base salary in such amounts and to such an extent as City Council may determine is desirable for the Municipal Arborist/Urban Forester. City may reduce the base salary and/or other benefits of Municipal Arborist/Urban Forester in the same amount as a reduction across-the-board for other City employees.

### **SECTION 4 - VACATION AND SICK LEAVE**

Upon commencing employment, Municipal Arborist/Urban Forester shall be granted 15 years of service credit for vacation purposes only, resulting in the accrual of four (4) weeks of vacation during his first year of employment. The Municipal Arborist/Urban Forester may take vacation leave as it is accrued, subject to the City's leave policies.

Upon commencing employment, Municipal Arborist/Urban Forester shall be entitled to sick leave as set forth in the Codified Ordinances. City agrees to transfer the Municipal Arborist/Urban Forester's accumulated but unused sick leave hours balance with the City of Bowling Green, Ohio, to his City of Hamilton sick leave hours balance upon receipt of verification of said accumulated but unused sick leave hours balance from the City of Bowling Green.

Municipal Arborist/Urban Forester shall use said vacation and sick leave in accordance with applicable City ordinances and policies.

### **SECTION 5 - HEALTH BENEFITS AND LIFE INSURANCE**

The City agrees to provide health benefits for the Municipal Arborist/Urban Forester and his qualifying dependents equal to and upon the same terms as are provided to other full-time City employees who are not represented by a collective bargaining agreement.

The City agrees to provide life insurance equal to and upon the same terms as is provided to other full-time City employees who are not represented by a collective bargaining agreement.

## **SECTION 6 - RETIREMENT**

The City agrees to make regular periodic payments to the State of Ohio Public Employees Retirement System in the amount required by law and as provided for other full-time employees.

## **SECTION 7 - MOVING AND RELOCATION EXPENSES**

The City shall reimburse Municipal Arborist/Urban Forester for the expenses of one (1) move of the Municipal Arborist/Urban Forester and his family and personal property from the Perrysburg, Ohio, area to Hamilton, Ohio. Said moving expenses include packing, moving, storage costs (not to exceed six (6) months), unpacking and insurance charges. The Parties shall work together to obtain the most reasonable and appropriate estimate for the move. The City shall reimburse moving expenses one time in an amount up to but not exceeding Five Thousand Dollars (\$5,000.00).

In the event that Municipal Arborist/Urban Forester voluntarily resigns his employment with the City prior to the expiration of three (3) years from date of commencement of this Agreement, Municipal Arborist/Urban Forester shall reimburse the City for the actual moving expenses paid by the City on Municipal Arborist/Urban Forester's behalf.

## **SECTION 8 - OTHER TERMS AND CONDITIONS OF EMPLOYMENT**

City Council shall fix any such other terms and conditions of employment as it may determine from time to time, relating to the performance of Municipal Arborist/Urban Forester, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Charter of the City of Hamilton, Ohio or any other applicable law.

## **SECTION 9 - GENERAL PROVISIONS**

A. The text herein shall constitute the entire Agreement between the Parties and may only be amended by future written agreement of the Parties. This Agreement sets forth the compensation and benefits of the Municipal Arborist/Urban Forester that differ from those set forth in Chapter 181 of the Codified Ordinances of the City of Hamilton payable to other City employees. To the extent that any provisions in this Agreement conflict with ordinances of the City, this Agreement shall supersede ordinances in conflict thereto.

B. This Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the Parties.

C. This Agreement shall be effective upon its execution by Municipal Arborist/Urban Forester and City representatives.

D. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

E. This Agreement shall be construed and enforced in accordance with the laws of the state of Ohio.

F. This Agreement is expressly conditioned upon Municipal Arborist/Urban Forester's ability to perform the essential functions of the position of Municipal Arborist/Urban Forester and successfully passing a pre-employment drug screen test showing no illegal substances prior to the starting date of Municipal Arborist/Urban Forester's employment. The drug screen is provided at City's expense and direction.

G. If Municipal Arborist/Urban Forester dies during the term of employment, City shall pay to the estate of Municipal Arborist/Urban Forester the compensation which would otherwise be payable to the Utilities Engineering Administrator up to the date on which his death occurs.

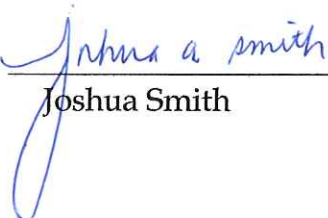
**IN WITNESS WHEREOF**, the City of Hamilton, Ohio and David Bienemann have signed and executed this Agreement on the date and year first stated above.

**DAVID BIENEMANN**

By:   
David Bienemann

**CITY OF HAMILTON, OHIO**

**Approved as to Form:**

By:   
Joshua Smith

  
Law Director