

## CITY MANAGER EMPLOYMENT AGREEMENT

This City Manager Employment Agreement (“Agreement”) is entered into this 18<sup>th</sup> day of **March, 2024**, and, subject to such referendum period as may be required by law, is effective as of **April 6, 2024 (“Effective Date”)**, by and between the City of Hamilton, Ohio, a chartered municipal corporation organized under the laws of the State of Ohio (hereinafter “City”), and Craig Bucheit, an individual (hereinafter “Manager”).

WHEREAS, the Charter of the City of Hamilton, Ohio vests the administrative and executive powers of government in the position of City Manager; and

WHEREAS, the City wishes to employ the services of Manager as City Manager of the City as provided in Article V of the Charter of the City of Hamilton; and

WHEREAS, both parties desire to express their mutual intent to commit to a continuing employment relationship for an indefinite period in accordance with the parameters of the City Charter;

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

As of the Effective Date, the City employs Manager on the terms and conditions stated below to act as City Manager for the City of Hamilton, Ohio. Manager shall satisfactorily perform the duties of City Manager as more fully described in Article V and elsewhere in the Charter of the City of Hamilton, Ohio, and shall perform other legally permissible and proper duties and functions as the City Council shall from time to time assign.

### SECTION 2 – TERM

A. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Council to terminate the services of Manager at any time as that right is set forth in Section 5.01 of the Hamilton City Charter, subject only to the City’s compliance with those termination and severance pay provisions set forth in Section 3 of this Agreement.

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Manager to resign at any time from Manager’s position with the City. In the event Manager voluntarily resigns, Manager shall give the City a minimum of thirty (30) days’ advance written notice unless the parties agree otherwise.

C. Employment under this Agreement shall continue until terminated by either party as provided herein. Notice of termination by either party shall be in writing delivered by certified

mail, return receipt requested, or personal delivery. Written notice of termination by the City shall require the signatures of at least a majority of the members of Council (that is, greater than 50%).

### **SECTION 3 – TERMINATION AND SEVERANCE PAY**

- A. As used in this Section 3, the following definitions shall apply:
- i. “For Legal Cause” shall mean the termination of Manager’s employment with City, upon the vote of at least four (4) members of City Council voting at a duly authorized public meeting for the following: (a) conviction of or plea of nolo contendere to any felony; or (b) conviction of or plea of nolo contendere to any misdemeanor involving personal gain, dishonesty or moral turpitude.
  - ii. “For Just Cause” shall mean the termination of Manager’s employment with City, upon the vote of at least five (5) members of City Council voting at a duly authorized public meeting for the following: (a) nonperformance of job duties; or (b) allegations of nefarious conduct, personal gain, dishonesty or moral turpitude.
  - iii. A “Trigger” shall be any of the following:
    - a. If the City terminates the employment of the Manager For Just Cause;
    - b. If the City, citizens or City Council acts to amend any provisions of the enabling legislation pertaining to the role, powers, duties, authority or responsibilities of the Manager’s position that substantially changes the form of government;
    - c. If the City reduces the base salary, compensation, any other financial benefit or other benefits of the Manager, unless such reduction is applied in no greater percentage than the average reduction of all department heads; or
    - d. If the Manager resigns following an offer to accept his resignation, whether formal or informal, by the vote of a majority of the City Council.

- iv. "Severance Payment" shall mean an amount equal to the Manager's aggregate monthly salary at Manager's then current rate of pay multiplied by the applicable Number of Months.
  - v. "Number of Months" shall be 12 plus one additional month at each anniversary date of Manager's employment with the City after the date hereof, up to a maximum of 18.
- B. The parties agree that Manager's employment may only be terminated by the City For Legal Cause or For Just Cause.
- C. In the event of a Trigger, City agrees to pay Manager the Severance Payment in one lump sum within thirty (30) days of the date of the Trigger. In addition to the Severance Payment, City shall provide continuation of Manager's health insurance, life insurance and dental benefits coverage, if desired by the Manager, for the applicable Number of Months; payment of accrued but unused vacation leave and personal days in a lump sum payment; and payment of one hundred (100%) percent of accumulated sick leave up to a maximum of one thousand two hundred (1,200) hours in a lump sum payment. Manager's health insurance, life insurance and dental benefits coverage shall cease upon Manager obtaining full-time employment elsewhere.
- D. Notwithstanding the foregoing, in the event the Trigger is that the City terminated the employment of the Manager For Just Cause because he is criminally charged with an act that would justify termination For Legal Cause if convicted, the Severance Payment and other benefits described in Section 3.C. shall be paid to an escrow account until such time as the criminal charges are resolved. If the Manager thereafter is convicted or enters a plea of nolo contendere, the City shall have no obligation pursuant to Section 3.C. Furthermore, in the event that the employment of the Manager is terminated For Just Cause by City as a result of misfeasance, malfeasance or nonfeasance of Manager related to criminal matters that would justify a termination For Legal Cause, all Severance Payments and other benefits described in Section 3.C. are to be paid to an escrow account until judicial determination that the termination was based upon reliable and probative evidence, at which point the City shall have no obligation pursuant to Section 3.C.
- E. For clarity, in no event shall Manager be entitled to the Severance Payment or other benefits if he voluntarily resigns (whether or not for other employment), except to the extent that the City terminates Manager's employment For Legal Cause.

#### **SECTION 4 – SALARY**

City agrees to pay Manager for services rendered pursuant hereto an annual base salary of One Hundred Eighty Six Thousand Six Hundred Seventy Nine and 27/100 (\$186,679.27). If Manager performs satisfactorily as determined by the Annual Evaluation process defined in Article 12, Manager may be awarded a bonus at the discretion of City Council. Manager's annual base salary may be increased or decreased on an annual basis upon review of the City Council, subject to budget appropriations by City Council.

#### **SECTION 5 – HOURS OF WORK AND OUTSIDE ACTIVITIES**

It is recognized that Manager must devote a great deal of time outside normal work hours to business of the City, and to that end, and from time to time, Manager will be allowed to take such administrative leave as City Council shall deem appropriate during said normal office hours, provided that Manager fulfills his duties as Manager. The position of City Manager is exempt from overtime as outlined in the Fair Labor Standards Act.

Manager shall be permitted to engage in limited teaching or other business opportunities so long as those engagements do not interfere with or create a conflict of interest with his responsibilities under this Agreement. In any such instance, Manager shall advise the Council of the nature and expected duration of the activity.

#### **SECTION 6 – AUTOMOBILE**

During Manager's employ, Manager shall be entitled to use a City-owned vehicle for Manager's use in conducting City business. In the alternative, at Manager's election, Manager shall provide a suitable personal vehicle. All costs of providing and operating Manager's personal vehicle, including but not limited to, fuel, maintenance and insurance shall be paid by the Manager. City shall be named as an additional insured on the insurance policy provided by the Manager in an amount of at least One Million Dollars (\$1,000,000.00) combined single limit coverage, said policy to be acceptable to the City Law Director. The cost, if any, of naming the City as an additional insured on said policy shall be paid by the City. In the event Manager provides a personal vehicle, City shall pay the Manager 5% of his then-current annual base salary for the provision and use of his personal vehicle as provided herein.

#### **SECTION 7 – DUES AND SUBSCRIPTIONS**

City agrees to budget and pay the professional dues and subscriptions of Manager necessary for Manager's continuation and full participation in national, regional, state and local City Manager associations. Dues and subscriptions for other organizations necessary and desirable for Manager's continued professional participation, growth and advancement, and for the good of the City may be approved by City Council.

## **SECTION 8 – PROFESSIONAL DEVELOPMENT**

A. City hereby agrees to budget and to pay the travel and subsistence expenses of Manager for professional and official travel, meetings and occasions adequate to continue the professional development of Manager and to adequately pursue necessary official and other functions for the City, including, but not limited to, the Annual Conference of the International City Management Association, the Annual Conference of the Ohio City Management Association and one of the following annually: the Urban Land Institute Spring or Fall Meeting, the National League of Cities City Summit, the American Public Power Association Annual Conference or the Annual Meeting of the Government Finance Officer Association. In addition, City agrees to budget and pay travel and subsistence expenses for any national, regional, state and local governmental groups and committees thereof of which Manager serves as a member or needs to attend for municipal administration purposes. The City and Manager shall work cooperatively to establish a reasonable budget for all of the foregoing as well as priorities for attendance.

B. Payment under this Section shall be in accordance with applicable City ordinances and attendance at meetings or seminars involving overnight stay or travel other than by automobile and continuing education at the college or university level must receive prior notification to the Council.

## **SECTION 9 – PAID TIME OFF (PTO), FUNERAL LEAVE, HOLIDAYS, SICK LEAVE, AND OTHER BENEFITS**

Manager shall be entitled to the supplemental sick leave benefit set forth in Section 181.02 of the Codified Ordinances of the City of Hamilton, Ohio. After December 31, 2024, Manager shall be entitled to earn PTO at the rate of 12.31 hours per pay period. From the date of this Agreement to December 31, 2024, Manager shall be awarded thirty (30) days of PTO and shall be entitled to carry over forty (40) days of PTO from Manager's service as the City of Hamilton Chief of Police. Manager shall be able to use these leaves in accordance with applicable City ordinances and policies.

Manager shall be eligible for Holiday Leave With Pay for the specific holidays designated in Section 181.27(b)(1) of the Codified Ordinances of the City of Hamilton, Ohio.

Manager shall be eligible for Funeral Leave in accordance with the provisions of Section 181.06 of the Codified Ordinances of the City of Hamilton, Ohio

Manager shall be eligible for Longevity Pay in accordance with the provisions of Section 181.15 of the Codified Ordinances of the City of Hamilton, Ohio.

Manager shall be eligible to participate in the Milestone Recognition Program in accordance with the provisions of Section 181.38 of the Codified Ordinances of the City of Hamilton, Ohio.

In the event that Manager terminates Manager's City employment at Manager's own initiative other than as a result of a Trigger, the pay due and owing the Manager for accrued but

unused sick leave shall be twenty-five (25%) percent of the Manager's accumulated sick leave at Manager's current salary up to a maximum accumulation of one thousand two hundred (1,200) hours, and accrued but unused PTO leave shall be fully paid to Manager.

## **SECTION 10 – HEALTH, DENTAL AND OTHER BENEFITS**

City agrees to provide individual dental, hospitalization, surgical, and comprehensive medical benefits for Manager equal to and upon the same terms as are provided other full-time City employees who are not represented by a collective bargaining agreement. Manager may, at Manager's own cost, elect family or dependent coverage for any such benefits.

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 11 – RETIREMENT**

- A. OPERS. 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.
- B. Deferred Compensation. In addition to the compensation otherwise provided for in this Agreement, the City agrees to pay into a deferred compensation fund as designated by Manager on the first business day of each year on Manager's behalf a sum equal to one half of the maximum contribution permitted to such funds as limited by Internal Revenue Service regulations.
- C. Ohio Public Employees Retirement System Contribution Pick Up. The City agrees to "pick up" the statutorily required contributions to the Ohio Public Employees Retirement System (OPERS). This "pick up" by the City is and shall be designated as public employee contributions and shall be in lieu of contributions to OPERS by the Manager (commonly referred to as the fringe benefit employer pick up).
- D. Supplemental Retirement Plan. City has established and sponsored a qualified retirement plan under Section 401(a) of the Internal Revenue Code. The plan is called the City of Hamilton Supplemental Retirement Bonus Plan (the "Supplemental Retirement Plan"). The purpose of the Supplemental Retirement Plan is to induce the service or encourage the continued service of key employees in order that the interests of City may be advanced. Manager is eligible for participation under the terms of the Supplemental Retirement Plan. Manager shall receive no allocation during the term of this Agreement to the account established and maintained exclusively for Manager. Manager, if permitted by the terms of the Supplemental Retirement Plan, may elect to contribute to the same. The City may elect to allocate sums in any year on a non-recurring basis, in its discretion. The annual allocations may be made each January and any allocated funds shall be invested in VT Vantagepoint Model Portfolio Conservative Growth Fund or ICMA-RC approved funds, as agreed to by Manager and City Council.

Execution of this Agreement hereby manifests Manager's election to participate in the Supplemental Retirement Plan under the terms listed above. Notwithstanding anything

in this Agreement, the terms of the Supplemental Retirement Plan govern Manager's participation in the Supplemental Retirement Plan. Manager should carefully review the Supplemental Retirement Plan for a complete understanding of the terms and conditions of participating in the Supplemental Retirement Plan. A copy of the Supplemental Retirement Plan has been made available to Manager for review and will be on file at the City.

#### **SECTION 12 – ANNUAL EVALUATION**

City and Manager agree to an annual evaluation based upon mutually established goals, said evaluation to be accomplished at such times as Council shall determine, but at least annually. The process at a minimum shall include the opportunity for both parties to: (1) prepare an evaluation, (2) meet and discuss the evaluation, and (3) summarize the evaluation results.

#### **SECTION 13 – INDEMNIFICATION**

To the extent permitted by law, the City agrees that it shall defend, hold harmless and indemnify the Manager from any and all demands, claims, suits, actions, and legal proceedings brought against the Manager in Manager's individual capacity or in Manager's official capacity as agent and employee of the City pursuant to applicable City ordinances and state statutes. This indemnification includes all civil demands, claims, suits and legal proceedings, whether threatened or instituted, and also includes criminal legal proceedings, whether threatened or instituted, that arise from the acts or omissions of the Manager while acting within the scope of the Manager's employment with the City and in the good faith belief that such conduct was lawful and in the best interest of the City. This paragraph does not include defense or indemnification for exemplary or punitive damages and does not include defense or indemnification for any criminal legal proceedings wherein the criminal act or omission alleged involves a culpable mental state on the part of the Manager which is, or is equivalent to, "purposely" or "knowingly" or "recklessly" as those terms are defined in Ohio Revised Code Chapter 2901 as may be amended from time to time. Notwithstanding the above, the City shall not be required to indemnify Manager to the extent that Manager is covered by a policy of insurance for civil liability purchased by the City. To the extent that Chapter 185 of the Hamilton Codified Ordinances extends indemnification benefits to City employees in addition to those set forth in this Agreement, then those additional indemnification benefits shall likewise extend to the Manager. In no case will individual members of Council be personally liable for indemnifying the Manager against such demands, claims, suits, actions and legal proceedings. It is expressly recognized between the parties to this Agreement that the duty to provide for the defense of the Manager also applies to civil actions, administrative proceedings or legal proceedings threatened or commenced by or on behalf of the State or other political subdivision. It is further expressly recognized that the City has the right to settle or compromise unless said compromise or settlement is of a personal nature to Manager.

#### **SECTION 14 – OTHER TERMS AND CONDITIONS OF EMPLOYMENT**

The Council, after consultation with the Manager, shall fix any such other terms and conditions of employment as it may determine from time to time, relating to the performance of Manager, 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 15 – 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 all compensation and benefits of the Manager, and no other compensation or benefits are contemplated by this Agreement including 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 and the ordinance adopted to give this Agreement effect 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. Subject to such referendum period as may be required by law, this Agreement shall be April 6, 2024.

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. In the event that a disagreement arises between the parties concerning the application or interpretation of the terms of this Agreement and Manager prevails in a legal action brought in a court of competent jurisdiction to enforce the provisions of this Agreement, City shall reimburse Manager for incurred reasonable and necessary expenses of such litigation, including, but not limited to, attorney fees and court costs. The parties may also agree to mediation of any such disagreement concerning the application or interpretation of the terms of this Agreement.

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

G. This Agreement is expressly conditioned upon Manager's ability to perform the essential functions of the position of City Manager.

If the Manager is unable to perform the duties of Manager's employment by reason of illness or incapacity for a period of more than sixty (60) days following the exhaustion of all of Manager's accrued paid leave as well as any supplemental sick leave available to Manager under the provisions of Section 9, then the City may terminate this Agreement and Manager's employment without any obligation on the City's part to comply with those termination and severance pay provisions set forth in Section 3.C. of this Agreement.

H. If Manager dies during the term of employment, City shall pay to the estate of Manager or Manager's designee (as designated by Manager in a writing signed by Manager and delivered to City prior to his death) the compensation which would otherwise be payable to the Manager up



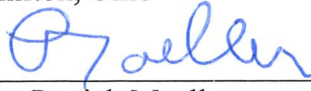
to the date on which Manager's death occurs; provided, however, that the City shall have no obligation to comply with those termination and severance pay provisions set forth in Section 3.A. of this Agreement.

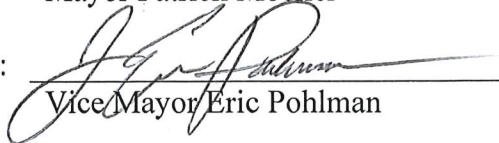
**SIGNATURE PAGE TO FOLLOW**

IN WITNESS WHEREOF, the City of Hamilton, Ohio has caused this Agreement to be signed and executed in these presents in triplicate on the date and year first stated above.

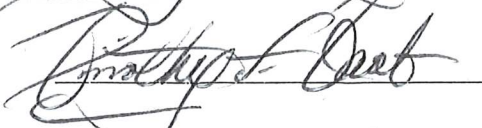
Signed in the presence of:

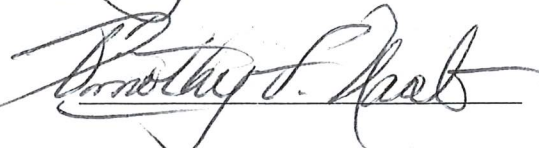
City of Hamilton, Ohio


By:   
Mayor Patrick Moeller

By:   
Vice Mayor Eric Pohlman

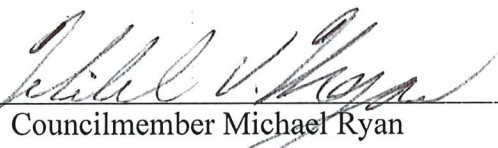




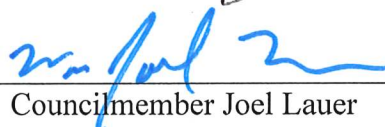


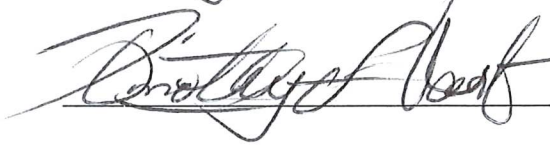
  
Councilmember Carla Fiehrer

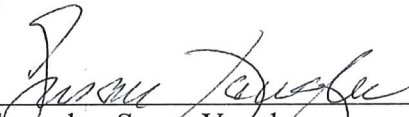


  
Councilmember Michael Ryan

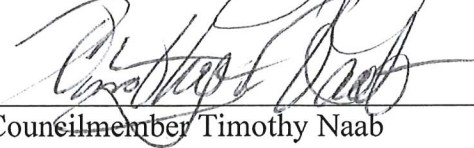


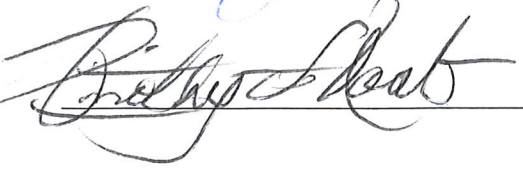
  
Councilmember Joel Lauer



  
Councilmember Susan Vaughn


Pamela D. Naab

  
Councilmember Timothy Naab



  
Craig Bucheit, Manager

Approved as to Form:

  
Letitia S. Block,  
City Law Director