

**MUNICIPALITY OF NEW LEBANON,
REGULAR COUNCIL MEETING
February 18, 2025, 7:30 PM**

- I. Call to Order
- II. Invocation/Pledge of Allegiance
- III. Verbal Roll Call of Council Members Present for the Record
- IV. Approval of Minutes
 - A. February 4, 2025, Regular Council Meeting
- V. Unfinished Business
 - A. **Ordinance 2025-01 - (Second Reading & Public Hearing) An Ordinance to Approve the 2025 Pay Scale for Non-Bargaining Unit Employees**
- VI. New Business
 - A. **Resolution 2025-06 - A Resolution Authorizing the Acting Village Manager to Execute a Contract with the Regional Income Tax Agency (RITA), a Regional Council of Governments, for the Purpose of Administration and Collection of Municipal Income Tax for the Village of New Lebanon, Ohio.**
 - B. **Resolution 2025-07 - A Resolution Authorizing the Acting Village Manager to Execute an Agreement with the New Lebanon Youth Athletics, Inc. for the Use of Don Rusk Memorial Park.**
 - C. **Resolution 2025-08 - A Resolution Authorizing the Acting Village Manager to Execute an Agreement with Public Finance Solutions for Finance Services.**
 - D. **Resolution 2025-09 - A Resolution Approving an Employment Contract with William Draugelis for the Village Manager Position.**
- VII. Public Comments or Questions (limit 3 minutes per citizen. No donation of time.)
- VIII. Administrative Staff Comments
- IX. Municipal Manager's Comments
- X. Council Members' Comments (limit 5 minutes per Council Member)
- XI. Vice-Mayor's Comments
- XII. Mayor's Comments
- XIII. Request to be Added to the Agenda (limit 5 minutes per presentation)
- XIV. Adjournment

**MUNICIPALITY OF NEW LEBANON
REGULAR COUNCIL MEETING
February 4, 2025, at 7:30 p.m.**

The meeting was called to order at 7:30 p.m. by Mayor Nickerson. The invocation was given by Charles Cooper, followed by the Pledge of Allegiance.

Swearing-In of New Council Member

Law Director McNamee advised that the first item on the agenda was to appoint a new council member to replace former council member Perkins for failing to meet the criteria in the village charter section 2.09. The vacancy is to be filled according to section 7.07 of the village charter. Since the vacancy was open for more than 30 days, the Council seat will be filled by a mayoral appointment.

Mayor Nickerson stated he received quite a few people interested in the position, informed everyone that the seat would expire at the end of the year, and encouraged anyone interested in a seat at that time to pursue it. Mayor Nickerson appointed Charles Cooper to the vacant council seat and gave him the oath of office.

Verbal Roll Call of Council Members Present for the Record

Council Members:

Timothy L. Back	Present
Charles Cooper	Present
Gale Joy	Present
Chris Sands	Present
Melissa Sexton	Present
Nicole Adkins	Present
David Nickerson	Present

Others Present:

Acting Manager Anderson
Interim Police Chief Wortman
Fire Chief Keyser
Service Director Easom

Approval of Minutes

- Approval of the January 21, 2025, regular council meeting minutes.

Vice-Mayor Adkins stated on page three regarding the resolution relating to Mr. Perkins, she would like more detailed information written, not just council member discussion on the topic, stating that she would like what she said in the minutes.

Council Member Back stated he would like what he said in the minutes as well.

Vice-Mayor Adkins stated on page four that Council Member Back did not abstain, but voted no. That she abstained and would like her reason put into the minutes. She also stated that for the executive session Council Member Sexton was present, and it showed her being absent.

Council Member Back asked for clarification regarding the resolution relating to Mr. Perkins' forfeiture of his position. He asked if his seat was vacated on the day that the resolution passed, instead of the 17th of December meeting, stating he was technically present for a meeting after the December 17th meeting. Council Member Back asked if that means his last day at that point wouldn't be December 17th, what would have been January 21st. and he believes would have been a council appointment. Council Member Back asked if he was wrong on that.

Law Director McNamee stated he was. Mr. McNamee stated a vote did not have to be taken on the resolution and it was more of an item of discussion. He referenced charter section 7.07 requiring council members to meet the 75% threshold per year and when he did not make the December 17th meeting, the threshold was not met, and the resignation goes into effect.

Council Member Sands stated he believes the meeting Council Member Back was talking about was the budget meeting and, not a regular meeting of Council, and there was no action taken so technically it was just a work session.

Council Member Sexton made a motion to approve the minutes as amended. Council Member Sands seconded the motion.

6 yes votes and 1 no vote, minutes approved as amended.

Vice-Mayor Adkins asked for a copy of the amended minutes when they are completed.

- Approval of the January 21, 2025, executive session meeting minutes.

Vice-Mayor Adkins stated that Council Member Sexton was not absent. Council Member Sands made a motion to approve the minutes as amended. Council Member Sexton seconded the motion.

7 yes votes, 0 no votes, minutes approved as amended.

Unfinished Business

Ordinance 2025-01 - AN ORDINANCE: AN ORDINANCE TO APPROVE THE 2025 PAY SCALE FOR NON-BARGAINING UNIT EMPLOYEES.

Mayor Nickerson stated this is the first reading of the ordinance.

Council Member Joy asked why the previous ordinance was an emergency and this one is not.

Mr. Anderson stated he is presenting this as a traditional ordinance instead of an emergency because there were questions regarding that and decided to just put it on as a regular ordinance.

Council Member Sexton asked if they were supposed to have a work session on the pay scale. She also stated comparing the original pay scale with the one being presented shows an additional \$2.00 pay increase for the police chief, fire chief, and superintendent job on top of the 3%.

Mr. Anderson said we did some comparative studies of where we are in the region to help recruit and retain.

Council Member Sexton stated the code enforcement officer is now the code enforcement administrator and is making the same as a service worker that works on water main breaks.

Mr. Anderson stated there is a code enforcement administrator and a part-time code enforcement person in there as well. He said the code enforcement administrator was already in there and we added the part-time option because we currently don't have a part-time pay scale for the code enforcement.

Council Member Sexton asked about the full-time parks and rec coordinator and Mr. Anderson stated just because something is on there doesn't mean its going to be filled.

New Business

Resolution 2025-03 - A RESOLUTION AUTHORIZING THE ACTING VILLAGE MANAGER TO EXECUTE A LEASE WITH TUKENS LLC., FRANK J. HORA SR., PRESIDENT TO FARM APPROXIMATELY FORTY-SIX (46) ACRES, MORE OR LESS, FOR A PERIOD OF THREE (3) YEARS COMMENCING JANUARY 1, 2025 AND ENDING DECEMBER 31, 2027, IN THE AMOUNT OF \$311.00 AN ACRE, FOR A TOTAL OF \$14,306.00 PER YEAR.

Mr. Anderson explained that we had a three-year lease previously for this land located at the end of Access Road with Mr. Hora with Tukens and the lease expired. We went through a formal bidding process advertising for five weeks in a local paper and on our website and received a single bid from Mr. Hora and this price went up about \$5.00 per acre from the previous price. Mr. Anderson stated it is a fair and decent bid and is asking for authorization to accept the bid.

Council Member Back's motion to approve was seconded by Council Member Sexton.

Roll Call:

Council Member Sexton	Yes	Council Member Back	Yes
Council Member Joy	Yes	Mayor Nickerson	Yes
Council Member Sands	Yes	Vice-Mayor Adkins	Yes
Council Member Cooper	Yes		

7 yes votes, 0 no votes, motion carries.

Resolution 2025-04 - A RESOLUTION AUTHORIZING THE TEMPORARY WAIVER OF GARAGE SALE FEES FOR MAY 1, 2, 3, 4 AND SEPTEMBER 18, 19, 20, 21.

Council Member Sexton asked for clarification of the fees being waived and Mr. Anderson stated it has been the practice of council to waive the fees for just these days and any other time during the year they would have to pay the typical fee.

Vice-Mayor Adkins' motion to approve was seconded by Council Member Back.

Roll Call:

Mayor Nickerson	Yes	Vice-Mayor Adkins	Yes
Council Member Joy	Yes	Council Member Cooper	Yes

Council Member Back	Yes	Council Member Sexton	Yes
Council Member Sands	Yes		

7 yes votes, 0 no votes, motion carries.

Resolution 2025-05 - A RESOLUTION APPROVING THE SETTLEMENT OF LEGAL CLAIMS AND AUTHORIZING THE ACTING VILLAGE MANAGER TO EXECUTE A SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS AND DEMANDS AND INDEMNITY AGREEMENT.

Mr. Anderson stated council received the original agreement and there were some changes that were made that day, and he wanted to make sure everyone had them. He said there are very minor changes marked in red, and they have been reviewed by the attorney.

Mr. McNamee stated the edit that was made making it clear that Mr. Farley does not waive any of his claims that might be related to unlawful executive sessions in his federal case that he filed against the village.

Mr. Anderson stated the other change was where to send the check.

Mr. McNamee said this agreement was first presented to council in executive session and asked if anyone had any questions. He stated the litigation we are talking about right now is the litigation that former police chief Hensley has filed in state court through his attorney against various council members, Mr. Anderson, and himself. The claim that was made by Mr. Farley regarding unlawful executive sessions not under the current council's regime, but prior to that term, specifically the executive session it was unlawfully determined that he should be arrested should he get out of order. The agreement is for \$14,500.00.

Council Member Back's motion to approve was seconded by Council Member Sexton.

Roll Call:

Vice-Mayor Adkins	Yes	Mayor Nickerson	Yes
Council Member Sands	Yes	Council Member Back	Yes
Council Member Cooper	Yes	Council Member Joy	No
Council Member Sexton	Yes		

6 yes votes, 1 no vote, motion carries.

Public Comments or Questions

Al Acker, Old Dayton Road, asked about a solar company that was going to build a solar farm on Access Road and if there was a status on this.

Mr. Anderson stated we do have an agreement with a solar company, and they pay us a small fee for the right to eventually put in a solar field and believes when that time comes, they will have to go through all the normal permit processes, but they have not done much with moving forward on anything.

Mayor Nickerson stated he sees a lot of the solar company signs driving around in other areas.

Mr. Acker stated he spoke with the solar company, and they thought they would be prepared to come to this immediate area and start building.

Council Member Sands asked for clarification on the solar company paying the village in advance.

Mr. Anderson stated the solar company pays the village one or two thousand dollars a year for the right to eventually do something.

Council Member Sexton asked when the agreement was made.

Mr. Anderson stated he believed it was around 2022.

Multiple council members stated they didn't know anything about the agreement and Mr. Anderson stated legislation was passed by council.

Mr. McNamee stated solar moves very slow and tries to tie up as much property as they can and a three-to-five-year turn is not unusual.

Council Member Back asked Mr. Anderson for documentation on that. Mr. Anderson stated he would pull up the resolution and the agreement.

Administrative Staff Comments

Interim Police Chief Wortman stated the new officers are working and getting acclimated. He hopes to start doing monthly stats again for council at one of the next upcoming meetings.

Council Member Back gave thanks and has seen a lot of the officers out moving around and being very visual to the public. Council Member Back asked that he pass along his thanks and appreciation to the officers as well.

Mayor Nickerson stated every morning when he goes to work at quarter to four in the morning, he sees a police officer and sometimes two and appreciates it.

Council Member Sexton stated she appreciated the police as well and shared that her son came home from college and asked if they hired twelve more officers because they were everywhere. She gave her thanks and appreciation.

Council Member Joy asked if the officers were all trained.

Interim Police Chief Wortman stated that everybody is up to staff right now as far as basic training goes and is looking into some advanced training.

Council Member Joy asked if they were local classes.

Interim Police Chief Wortman stated that most are local and the furthest one away is probably OPOTA or Columbus, but all are in state.

Council Member Joy asked what our staffing level was at.

Interim Police Chief Wortman stated we have five full-timers and six part-timers.

Mr. Anderson stated they had a resident come in today that was traveling out of town to Florida to visit her family and has a ring doorbell and noticed someone was trying to get into her house while she was away. She contacted a friend that lives down the street and her friend contacted the PD. When she returned from Florida, she was nervous to enter her home, so Officers Millman and Myers showed up and she was raving about the service she received from them. Mr. Anderson stated the one officer had to go on a call, but Officer Millman stayed with her and adjusted her doorbell cameras to help improve the amount of video time. She was very pleased and very happy.

Mr. Anderson stated that before the meeting Council Member Back had asked him a question and he wanted to give an update. He stated Lieutenant Wortman approached him late last year about purchasing some equipment to help with our speed enforcement. Mr. Anderson stated they purchased a radar system that could be deployed in neighborhoods to track the speed of vehicles traveling in the neighborhood. He stated it does not have video, but they are able to bring the device back to the PD to

download helpful information like the average speed of the road, the maximum speed on the road, the time of day that has the most traffic, and traffic counts with speeds. He stated it is a useful tool to manage our patrols to be more effective.

Interim Chief Wortman stated it is a completely sold black case and there are no cameras. He said the first week he put it up at Main and Gloria and it registered 48,000 cars with an average speed of 31 or 34 mph, and out of those cars 2% were at enforceable speeds. He said the radar will also give hour time blocks when most of the violations are occurring so they can have officers present. He stated it is currently on Perry Street and will be moving it around to different hot spots in town.

Mr. Anderson stated if anyone thinks there is a speeding issue on their street to pass along the information and they can set up the radar.

Council Member Sands verified it was 48,000 cars.

Interim Police Chief stated that it was correct, and it was between the 23rd to the 28th or 29th.

Service Director Easom stated it was his second week, and he is still getting acclimated. He said there have been four water main breaks in town since he started and the guys are very efficient at getting them fixed. He said they have done a lot of maintenance to the wastewater plant and the water plant. Mr. Easom stated there was a bad valve at the water plant the guys fixed and a gear box on one of the clarifiers went out at the wastewater facility that had to be taken out, rebuilt, and the guys were able to get it back in and operating correctly again. Mr. Easom stated they are making progress.

Mayor Nickerson stated it is appreciated that Mr. Easom is here and doing an awesome job.

Council Member Back stated he saw the water main break by Speedway and he appreciated his guys and the hard work put in during the cold weather.

Mr. McNamee stated he had nothing else for the night but at the next meeting he will discuss two large projects, one pertaining to trailer park legislation and the other being the charter review commission.

Municipal Manager's Comments

Council Member Sands asked about the N.L.Y.A. contract.

Mr. Anderson replied that he just received the contract back from Mr. Rose and will have it on the agenda for the next meeting.

Council Member Sands asked if we found out who owns the home on Cain Street.

Mr. Anderson replied that we know who owns the property, the problem was how to get in touch with them. He stated there was good news from the county today and was informed there was Community Development Block Grant money that was submitted and granted prior to 2024, and they wanted to know if we were still going to use that money, and it was specifically to tear down 218 Cain Street. Mr. Anderson stated he believed most of the paperwork is done and will hopefully be done this summer.

Council Member Sands stated there was an email from Taylor Butler about an annual report that needed to be put into the system for 2023.

Mr. Anderson stated it is the Hinkle filing which is a very detailed financial report that is being completed by our finance consultants and will get that turned in quickly.

Vice-Mayor Adkins asked if there was an update about the new police chief.

Mr. Anderson stated he made an offer to Chief Krznarich, and he accepted and is going to go through the physical and hiring process. He is hoping to have all this done by the next meeting for him to be sworn in.

Council Member Sexton asked if there was any progress with Mr. Dunnigan.

Mr. McNamee stated that is going to need to be a collaboration among multiple property owners and will discuss it with Mr. Anderson.

Council Members' Comments

Council Member Joy asked for more information on the courthouse.

Mr. Anderson stated with the cold weather the HVAC system failed, and it got cold in there and the wet sprinkler system pipe which has water in it all the time froze. He stated when we had that warmup about a week ago it expanded the pipe when the ice melts and the pipe broke. He stated luckily the fire department personnel heard the alarm go off and went over and were able to shut the water off. Mr. Anderson stated a claim has been filed with our insurance carrier, had an adjuster out last week, had a cleanup company out, and got the heat going. He said he is waiting to hear back from the adjuster and stated luckily there wasn't anything in the courtrooms, so he is hoping it is just some carpet and drywall that needs to be replaced.

Council Member Joy asked what happened to the HVAC.

Mr. Anderson stated that with the building being empty they keep the temperature lower around 60 degrees to keep the bill down. He stated the units are old and haven't had great preventative maintenance done over the years and gave out in the cold.

Council Member Joy asked when they were maintained last.

Mr. Anderson stated he didn't know.

Council Member Back asked if there was a way to get a record of that.

Mr. Anderson stated he did not know if they kept records of that.

Vice-Mayor's Comments

None

MAYOR'S COMMENTS

None

Request to be Added to the Agenda

None

Adjournment

Council Member Back motioned to adjourn; Council Member Sexton seconded.

Roll Call:

Mayor Nickerson	Yes	Council Member Joy	Yes
Council Member Sands	Yes	Council Member Cooper	Yes
Council Member Back	Yes	Council Member Sexton	Yes
Vice-Mayor Adkins	Yes		

7 yes votes, 0 no votes, the motion passes and the meeting is adjourned.

Meeting adjourned at 8:13 p.m.by Mayor Nickerson.

Approved:

Mayor Nickerson

Date

Clerk of Council

Date

VILLAGE OF NEW LEBANON
MONTGOMERY COUNTY, OHIO

ORDINANCE NO: 2025-01
BY
MAYOR DAVID NICKERSON

AN ORDINANCE: AN ORDINANCE TO APPROVE THE 2025 PAY SCALE FOR NON-BARGAINING UNIT EMPLOYEES.

WHEREAS, it is necessary to approve the pay grade for non-bargaining unit employees each year; and

WHEREAS, Staff is recommending modifying and approving the pay grade allocation list in accordance with Exhibit A.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF NEW LEBANON, MONTGOMERY COUNTY, OHIO, AS FOLLOWS:

SECTION I That the new PGA attached hereto as Exhibit A, be and the same is hereby adopted to establish appropriate job classes, compensation, and job descriptions for the year 2025.

SECTION III It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that any and all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including, but not limited to Section 121.22 of the Ohio Revised Code.

SECTION IV This Ordinance shall take effect and be in full force from and after its passage.

Reading 1: 2/4/25 Reading 2: 2/18/25 Reading 3: 3/4/25

PASSED this 4th day of March 2025.

David Nickerson, Mayor

Attest:

Robert Anderson II Date:
Acting Clerk of Council

CERTIFICATION

I, Rob Anderson, Acting Clerk of Council for the Municipality of New Lebanon, Ohio do hereby certify that the foregoing is a true and correct copy of the Ordinance 2025-01 as passed by Council and approved by the Mayor and that the same has been published as required by Section 2.17 of the Charter of the Municipality of New Lebanon.

Rob Anderson, Date: March 4, 2025
Acting Village Manager/Acting Clerk of Council

Village of New Lebanon Pay Schedule 2025

2023 Pay Grade	Council-Approved Positions	Status	Level					
			Classification	A	B	C	D	E
10	Secretary; Receptionist: General Office	Full-Time	Nonexempt	\$16.50	\$17.33	\$18.19	\$19.10	\$20.06
20	Admin Asst, Service Worker(no CDL), Parks&Rec Coordinator/Executive Admin	Full-Time	Nonexempt	\$21.00	\$22.05	\$22.93	\$23.85	\$24.80
30	Service Worker (CDL)/Utility Clerk-General Office/Payroll Clerk-Admin Asst/Clerk of Council-Admin Asst/Admin Service Coordinator	Full-Time	Nonexempt	\$22.50	\$23.40	\$24.34	\$25.31	\$26.32
35	Water/WWTP Licensed Technician	Full-Time	Nonexempt	\$29.91	\$31.10	\$32.35	\$33.64	\$34.99
40	SD Foreman (no WWTP plant license), Income Tax Admin, Utility Admin, Finance: payroll admin/clerk of council	Full-Time	Nonexempt	\$26.64	\$27.71	\$28.82	\$29.97	\$31.17
41	SD Foreman with Water/WWTP plant License	Full-Time	Nonexempt	\$30.97	\$32.21	\$33.49	\$34.83	\$36.23
45	SD Superintendent, Chief Financial Officer	Full-Time	Nonexempt	\$33.08	\$34.40	\$35.78	\$37.21	\$38.70
50	Finance Director, Service Director, Police Chief, Fire Chief	Full-Time	Exempt	\$39.45	\$41.03	\$42.67	\$44.38	\$46.15
Part-Time	Administrative Assistant/Clerk of Council	Part-Time		\$17.00	\$17.50	\$18.00	\$18.50	\$19.00
Part-Time	Laborer	Part-Time		\$15.00	\$15.50	\$16.00	\$16.50	\$17.00
Part-Time	Code Enforcement Administrator, Payroll Clerk, Tax Clerk	Part-Time		\$21.71	\$22.36	\$23.28	\$24.13	\$25.92
Part-Time	Recreation Coordinator/Executive Administrator	Part-time		\$13.52	\$14.04	\$14.88	\$15.40	\$15.92
Seasonal	Parks & Rec Coordinator	Seasonal		\$14.00	\$14.50	\$15.00	\$15.50	\$16.00
Seasonal	Laborer(SD)/Recreation Staff (non-stipend)	Seasonal		\$15.00	\$15.50	\$16.00	\$16.50	\$17.00
Contract	Water/WWTP Licensed Technician	Full-Time		Contract				
Contract	Municipal Manager	Full-Time		Contract				
PV	Patrol Officers, Auxilliary	Volunteer		One Dollar (\$1.00) per year				
Part-Time	Patrol Officers, Part-Time	Part-Time	Nonexempt	Hire \$23.00		Completion of Probation \$25.00		
Contract	Patrol Officers, Full-Time	Full-Time	Nonexempt	Per OPBA Contract				
P40	Police Sergeant	Full-Time	Nonexempt					
P45	Police Lieutenant	Full-Time	Nonexempt	\$30.85	\$31.84	\$32.80	\$33.77	\$35.77
P50	Police Captains	Full-Time	Nonexempt	\$33.08	\$33.94	\$34.80	\$35.65	\$37.58
Part-Time	Fire Fighter, Paramedic (Shifted)	Part-Time		Hire \$17.50		Completion of Probation \$18.00		
Part-Time	Fire Fighter, Advanced (Shifted)	Part-Time		Hire \$16.00		Completion of Probation \$16.50		
Part-Time	Fire Fighter, EMT Basic (Shifted)	Part-Time		Hire \$15.50		Completion of Probation \$16.00		
Part-Time	Paramedic (Shifted)	Part-Time		Hire \$16.50		Completion of Probation \$17.00		
Part-Time	Emergency Medical Technician (Shifted)	Part-Time		Hire \$14.50		Completion of Probation \$15.00		
Part-Time	Fire Fighter (Shifted)	Part-Time		Hire \$14.50		Completion of Probation \$15.00		
Part-Time	Lieutenants	Part-Time		\$.50 an hour additional				
F20	Fire Fighter EMT (Shifted)	Full-Time	Nonexempt	\$16.94	\$17.20	\$17.72	\$18.49	\$19.52
F25	Fire Fighter/Advanced	Full-Time	Nonexempt	\$17.97	\$18.23	\$18.75	\$19.52	\$20.55
F30	Fire Fighter ALS (Shifted)	Full-Time	Nonexempt	\$19.06	\$19.31	\$19.83	\$20.60	\$21.63
F40	Captain/Paramedic (Shifted)	Full-Time	Nonexempt	\$26.64	\$27.55	\$28.35	\$29.97	\$31.07
F45	Assistant Fire Chief (Shifted)	Full-Time	Nonexempt	\$33.08	\$33.94	\$34.80	\$35.65	\$37.58
				Fire Response/Training (/hr)	Ambulance Duty (wkday per 12 hour shift)	Ambulance Duty (wkend/per 12 hour shift)	Ambulance Run (/hr,min 2 hrs)	Yearly Stipend
FV	Fire Fighter EMT, Basic	Volunteer		\$11.00/\$10.00	\$ 25.00	\$ 50.00	\$10.00/\$20.00	0
FV	Fire Fighter, Advanced	Volunteer		\$11.00/\$10.00	\$ 25.00	\$ 50.00	\$11.00/\$24.00	0
FV	Fire Fighter/Paramedic	Volunteer		\$11.00/\$10.00	\$ 25.00	\$ 50.00	\$12.00/\$28.00	0
FV	Fire Lieutenant or EMS Coordinator	Volunteer		\$11.00/\$10.00	\$ 25.00	\$ 50.00	See Above	1200
FV	Fire Captain	Volunteer		\$11.00/\$10.00	\$ 25.00	\$ 50.00	See Above	0
FV	Fire Chief or Assistant Chief	Volunteer		\$11.00/\$10.00	-	-	2 hr. call back	-

**VILLAGE OF NEW LEBANON
MONTGOMERY COUNTY, OHIO**

**RESOLUTION NO: 2025-06
BY
MAYOR DAVID NICKERSON**

A RESOLUTION AUTHORIZING THE ACTING VILLAGE MANAGER TO EXECUTE A CONTRACT WITH THE REGIONAL INCOME TAX AGENCY (“RITA”), A REGIONAL COUNCIL OF GOVERNMENTS, FOR THE PURPOSE OF ADMINISTRATION AND COLLECTION OF MUNICIPAL INCOME TAX FOR THE VILLAGE OF NEW LEBANON, OHIO.

WHEREAS, a Regional Council of Governments, named the Regional Income Tax Agency (“RITA”) was created pursuant to Chapter 167 of the Ohio Revised Code to foster cooperation between municipalities; and

WHEREAS, the creation of the Regional Council of Governments was primarily to establish a central collection facility for the purpose of administering the Income Tax Laws of the various participating member communities; and

WHEREAS, the Village Manager has conducted an assessment of the Village’s and determined that a service contract with RITA would be in the best interest of the Village and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF NEW LEBANON, MONTGOMERY COUNTY, OHIO, AS FOLLOWS:

SECTION I That Acting Village Manager be, and hereby is, authorized to enter into a contract with the Regional Income Tax Agency, a Regional Council of Governments, for the administration and collection of the Village’s income tax.

SECTION II It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that any and all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including, but not limited to Section 121.22 of the Ohio Revised Code.

SECTION III That this Resolution shall take effect immediately upon adoption.

PASSED this 18th day of February, 2025.

David Nickerson, Mayor

Attest:

Robert Anderson II
Acting Clerk of Council

Date:

**AGREEMENT FOR PARTICIPATION IN
A REGIONAL COUNCIL OF GOVERNMENTS**

This Agreement is made and entered into by and between certain municipal corporations in Cuyahoga County, Ohio, and other Ohio counties, who have become parties to this Agreement by causing either this Agreement or an identical copy of it to be signed by an officer duly authorized by the legislative authority of such municipal corporation.

WITNESSETH

The parties to this Agreement, wishing to participate in a Regional Council of Governments pursuant to Chapter 167 of the Ohio Revised Code, consisting of the municipal corporations who are parties to this Agreement, agree as follows:

I. NAME

The name of the Regional Council is "Regional Council of Governments."

II. PURPOSE

The purpose of the Council established is to foster cooperation between municipalities through sharing of facilities for their common benefit. This includes the establishment of a central collection facility for the purpose of administering the income tax laws of the various municipal corporations who are parties hereto and for the purpose of collecting income taxes on behalf of each such municipal corporation, doing all things allowed by law to accomplish such purpose.

III. ADMINISTRATIVE AUTHORITY

The Council is established and administered in the following manner:

A. Each municipal corporation which is a party to this Agreement has one (1) representative to a Council of Governments, who shall be appointed by the Chief Executive with the approval of City Council. Each municipal corporation shall similarly designate an alternate who may act in place of the representative in his absence.

B. Each member of the Council shall be entitled to one (1) vote on each item under consideration. Voting shall be done by members or alternates personally present and no proxy or absentia voting shall be allowed.

C. The Council shall elect a President, Secretary and Treasurer and such other officers as the Council may desire. All officers shall hold office for a term of one (1) year or until a successor is elected and qualified. Officers shall serve without compensation. The Council shall have the authority to adopt its own rules and by-laws to govern its proceedings.

IV. MUNICIPAL TAX COLLECTION AGENCY

The Council has established a "Municipal Tax Collection Agency" for the collection of municipal income tax revenues on behalf of the member municipalities.

A. The Agency hereby established shall be administered by a Board of Trustees composed of nine (9) persons, at least six (6) of whom shall be officers or employees of participating municipalities. Effective July 1, 1973, these nine (9) persons shall be divided into three groups of three persons each who shall serve overlapping terms. Three members shall be elected for a term of one (1) year, three members elected for a term of two (2) years, and three members elected for a term of three (3) years, beginning July 1, 1973. Thereafter as the terms of each group expire, three Trustees shall be elected for succeeding terms of three (3) years each. A majority of the Trustees shall constitute a quorum and affirmative action may be taken only by a majority of all the members elected to the Board of Trustees. The Trustees shall select annually one of its members to serve as Chairman, one to serve as Vice-Chairman, one to serve as Secretary, and one to serve as Treasurer. Trustees shall serve without compensation.

The Board shall establish its own by-laws which shall include the following:

1. Provision for regular and special meetings.
2. Provision for minutes of all Board meetings to be mailed to all Council representatives and to the Advisory Committee.

B. The members of the Board of Trustees shall be elected in the following manner. Each Municipal member of the Council of Governments may nominate an individual to serve on the Board. Such individual need not necessarily be a representative to the Council or an employee of the municipality which nominates him. The nominees will then be voted on by the Council with each representative having one vote for each vacancy on the Board. The number of nominees receiving the highest votes corresponding to the number of vacancies on the Board shall be deemed to have been elected to the Board by the Council, provided, however, that they receive at least thirty percent (30%) of the votes of those present and voting and subject to the provisions of Paragraph A herein above. If any one or more of the members so-elected does not receive thirty percent (30%), this election shall be void and a run-off election shall be held.

C. Any Trustee may be removed from office by the affirmative vote of two-thirds (2/3) of all the members of the Council at any regular or special meeting. In the event of the removal or resignation of any Trustee from office, the Council shall proceed immediately to elect his successor for the balance of his term.

D. The Board of Trustees shall be authorized to administer and enforce the income tax laws of each of the participating municipal corporations, party to this agreement, as its agent as set forth in the various ordinances. Each municipal corporation, however, retains its right to administer and enforce its own income tax laws coincidentally with the Board.

E. Said Board shall employ an Administrator and such assistants as it deems necessary to fulfill these obligations and the Board may delegate such of its duties, responsibilities and authority as it deems advisable to the Administrator. In addition to the duties and responsibilities required by the various Ordinances, the Board of Trustees, through its Administrator, shall be responsible for, but not limited to the following functions as hereinafter defined:

1. Compiling and furnishing taxpayer lists, which shall be revised, corrected, and re-issued annually.
2. Tax Forms shall be designed, provided, distributed and processed.
3. Billing of taxpayers, except accounts which are delinquent for a period of more than one (1) year shall also be forwarded to the participating government, which has jurisdiction of the subject matter for further action. Upon a request from such participating government, any extraordinary costs incurred by it in collecting delinquent accounts may be charged against the distribution of each participating government which benefits from said collection.
4. Examining and auditing income tax returns and records.
5. Notifying taxpayers of payments due and delinquencies.
6. Disbursing income tax collection to the various participants, as hereinafter provided.
7. Assembling a data processing bank of tax information and tax records. In this connection, the Board of Trustees is authorized to acquire the necessary equipment, by lease or purchase, and to engage the necessary personnel to assemble and maintain this data, and to charge the costs thereof in accordance with sound accounting principles and practices. Said costs shall be prorated to the participating governments in the manner hereinafter set forth in the allocation of costs. The Board of Trustees may also prorate to all the participants over a period of years the costs of major expenditures.

V. RESPONSIBILITIES OF THE PARTICIPANTS

A. Each of the participants in the Regional Council agrees to cooperate insofar as it is practicable to do so with the Board of Trustees or its employees in the following matters:

1. The adoption of compatible income tax provisions and rules and regulations for collection.
2. The granting of full faith and credit to the provisions of the other participants' ordinances and the implementation of such provisions where possible.
3. Furnishing of information or assistance which may be necessary to the successful operation of the Municipal Tax Collection Agency, including the requiring of wage withholding by employers within its jurisdiction for employees living within the jurisdiction of some other participating community.
4. The interchange of tax information and records necessary to the allocation of costs of the Agency or enforcement of its rules and regulations.
5. Sponsoring legal action necessary and desirable for the enforcement of the individual tax ordinances, including legal action necessitated due to audit procedures.

VI. ALLOCATION OF COSTS

A. Each participant to this Agreement agrees to share the costs of establishing this Regional Council of Governments and the Municipal Tax Collection Agency by contributing to the Agency that amount of money which bears the same proportion to the cost of such establishment as the 1970 Income Tax Revenues of the participating community bears to the 1970 Income Tax Revenues of all participating communities. At the initial meeting of the Council of municipal representatives, the Council shall determine the estimated cost of such establishment and each participating municipality agrees to forthwith contribute its share. In the event that such estimate is inadequate, each participating community agrees to take further action to supplement its contribution. Any funds not required shall be returned to the participating community or credited against its future costs of collection.

B. Any municipality which subsequently chooses to join the Council of Governments and to participate in the Municipal Tax Collection Agency shall be required to pay its proportionate share of the costs of establishment computed on the same basis used to compute the shares paid by the original members, as determined by the Board of Trustees, into the general operating fund of the Agency.

C After deduction of direct charges made to municipalities which request special information or extraordinary service, the remaining actual costs of tax collection shall be shared by the participants in the Agency according to the following formula:

1. The total cost of the Tax Collection Agency shall be multiplied by a factor consisting of the number of transactions processed for such participants as the same relates to the total number of transactions processed by said Agency.

2. Total cost of the Agency shall be multiplied by a factor consisting of the participant's percentage share of the total receipts collected by the Agency.

3. Add step 1 and step 2.

4. The sum of steps 1 and 2 (step 3) shall be divided by two and the figure so derived shall represent the participant's total cost.

This formula may be exemplified by the following equations:

Step 1.

$$\text{Total Cost} \times \frac{\text{No. of Participant's Transactions}}{\text{Total Number of Transactions}} = \$ \underline{\hspace{2cm}}$$

Step 2.

$$\text{Total Cost} \times \frac{\text{Participant's Total Receipts}}{\text{Total Agency Receipt}} = \$ \underline{\hspace{2cm}}$$

Step 3.

$$\text{Add Step 1 and 2.} = \$ \underline{\hspace{2cm}}$$

Step 4.

$$\text{Divide Step 3 by 2. Participant's Cost} = \$ \underline{\hspace{2cm}}$$

5. The term "Transaction" as used in the above formula includes any activity related to the processing, auditing and handling of forms or communications, the same to be weighted by an experience factor.

VII. DISTRIBUTION OF MONEY

A. The Board of Trustees shall keep all monies collected hereunder in the manner provided by law in a segregated and separate bank account. They shall keep records showing the amount of all income tax monies received by them together with all increments, additions and investment interest thereto. The Board of Trustees shall as far as practicable invest all monies received by them and the interest thereby received shall apply to reduce the total cost of operation of the Agency without regard to any allocation of such interest in participating municipalities.

B. On or before the tenth business day after the end of each month, the Board of Trustees shall settle with the participants for all monies collected by said Board on the participants' behalf, so far as this money can be identified and allocated to the proper participants together with any adjustments thereof. In the event that the monies collected by the Board of Trustees cannot be identified and therefore allocated, said Board shall distribute to the participant said monies with the next immediate monthly payment, after identification and allocation can be made. The Board of Trustees shall retain five percent (5%) of any tax monies to be distributed to the participant to apply toward each participant's respective share of the cost of the operation of the Municipal Tax Collection Agency. The Board of Trustees shall have the authority to amend or adjust the withholding percentage to reflect any changes in the cost of the administration of the Agency as revealed by the annual audit. Disbursements shall be made to all participants at the same time and at the same percentage.

C. At the end of the year, if the cumulative amount withheld from each monthly distribution of any participant shall exceed such participant's share of the annual cost of the operation of the Agency such excess shall be refunded to the respective participant. However, if the cumulative amount held from each distribution for any participant shall be less than such participant's share of the annual cost of the operation of the Agency, such deficiency shall be assessed against the respective participant. The distribution of tax monies to any participant shall be adjusted to reflect any such overpayment or deficiency.

VIII. ANNUAL AUDIT

The Board of Trustees shall cause an annual audit to be made of the operations of the Municipal Tax Collection Agency by an independent Certified Public Accounting firm of their choice for the purposes of verifying the correctness of all accounting procedures employed, all distributions of funds made, allocation of all costs and all reports submitted to the participants. The expenses of such audit shall be part of costs of the administration of the Municipal Tax Collection Agency. Copies of the audit in its entirety shall be furnished to all participants.

IX. BOARD OF REVIEW DECISIONS

A. It shall be the prerogative of the Board of Review of each of the parties hereto to make rulings and to decide appeals from all questions arising in their respective jurisdictions. Copies of all said rulings and opinions shall be filed with the Board of Trustees of the Agency.

B. The parties agree to the extent practicable to consider any prior decision on file with the Board of Trustees on similar questions rendered by the Board of Review of any party. Furthermore, the Board of Trustees shall have the right to request a re-hearing before any Board of Review that renders a decision which they deem incompatible with the operation of the Municipal Tax Collection Agency.

X. ADVISORY COMMITTEE

An Advisory Committee shall be established for the purpose of consulting and advising the Board of Trustees on problems of mutual interest to the participants. Such Advisory Committee shall consist of the respective tax administrators of the participants. Said Committee shall meet at least once a month in the office of the Agency or at any such time as a majority of the members of such Committee shall designate.

XI. CANCELLATION OF THE AGREEMENT

A. Any participant may withdraw from this Agreement for the operation of a Municipal Tax Collection Agency provided, however, that any such withdrawal shall be effective only on December 31st of any given year, and shall be preceded by written notice of withdrawal delivered to the Board of Trustees by registered mail or by personal service not later than July 1, prior to the effective date of such withdrawal. In the event that any participant should repeal its income tax ordinance, the obligations of this Agreement relative to auditing and distribution of funds shall continue in effect until final settlement has been made for all monies collected for the participant, prior to the effective date of such repeal.

B. In the event of the withdrawal for any reason by any participant, such information and records which have been created shall be returned by the Board of Trustees to the respective participant or alternate agency, if so directed, within a reasonable time after settlement has been made. All other rights, titles or interests of the participant to any of the property of the Agency arising out of this Agreement or otherwise, shall be deemed to be forfeited by such withdrawing participant.

C. This Agency may be dissolved by a majority of the parties hereto and in such an event, the Board of Trustees shall liquidate all of the assets of the Agency, pay all outstanding debts and distribute the remaining funds to the participants in the proportion that they share the total cost of the Agency as provided in Article VI.

XII. ADDITIONAL MEMBERS OF THE COUNCIL

In the event any municipality files an application to become a member of this Council of Governments, agreeing to abide by all of the terms and conditions set forth in this Agreement, and such application is approved by members of the Board of Trustees at any regular or special meeting, thereafter, such municipality shall be entitled to representation in the same manner hereinbefore provided for other municipalities.

(Adopted at the Regional Council of Governments Meeting of June 21, 2006/July 18, 2006 as reported at the Regional Income Tax Agency Board of Trustees Meeting July 20, 2006. Effective immediately).

XIII. ADDITIONAL ACTIVITIES

In the event that the Regional Council of Governments shall determine at any time to undertake cooperative activities other than the collection of municipal income taxes, no municipal corporation party to this Agreement shall be required to participate in the administration or cost of such activity without its prior consent. This section may be amended only through unanimous consent of the legislative bodies of all member municipal corporations.

XIV. AMENDMENTS

Except as provided in Article XIII above, this Agreement may be amended by majority vote of all members of the Regional Council of Governments at any regular or special meeting, provided copies of such proposed amendments are mailed to all members not less than thirty (30) days prior to such meeting.

XV. SEVERABILITY

In the event any part or portion of this Agreement shall be found to be contrary to law and thereby held to be null and void, all other provisions of the Agreement shall remain in full force and effect, and shall not be otherwise affected by any such ruling, finding or decision.

XVI. FACILITIES

Pursuant to R.C. 167.04, the Regional Council of Governments adopted the following by-law and amendment.

- A. This Regional Council of Governments is authorized, by and through its governing Board, the 9-member Board of Trustees, to purchase, lease, or construct, or otherwise provide for, facilities to house the operation of the Regional Income Tax Agency as authorized by R.C. 167.05. Any such action requires the affirmative vote of not less than 2/3 of the members elected to the Board.
- B. This by-law adopted April 8, 1997 and effective immediately.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the date indicated by signing this Agreement or identical copies of same.

Village/City of _____

Authorized by Ordinance No. _____

Effective Date of Ordinance _____

By _____

Name Title

By _____

Name Title

Date _____

Effective Date of Collection

ACCEPTED

R.C.O.G. President

Date _____

Rev. 6-21-06/7-18-06

Resolution #2008-5

A Resolution Reaffirming the Practices and Policies of the Board of Trustees With Respect to Settlement With Participants and Retainer Percentage

Whereas, Section VII.B. of the Agreement to Participate in a Regional Council of Governments (hereinafter, the "RCOG Agreement") provides that on or before the tenth business day after the end of each month, the Board of Trustees shall settle with the participants for all monies collected by said Board on the participants' behalf, so far as this money can be identified and allocated to the proper participants together with any adjustments thereof; and

Whereas, the Board of Trustees currently meets its settlement obligations under Section VII.B. of the RCOG Agreement by providing two distributions to the participants on or before the tenth business day of each month, unless a participant has requested in writing to receive only one distribution per month; and

Whereas, Section VII.B. of the RCOG Agreement further provides that the Board of Trustees shall retain five percent (5%) of any tax monies to be distributed to the participants, to apply to the participants' respective costs, and grants to the Board of Trustees the authority to amend or adjust the withholding percentage to reflect any changes in the cost of the administration of the Agency; and

Whereas, effective December 17, 1998, the Board of Trustees approved and adopted Policy #ADM-5BD providing for the reduction of the retainer percentage from 5% to 3% for then current members as well as future members, subject to the authority granted to the Board under the RCOG Agreement to make further adjustments to the retainer, and excepting those members whose retainer percentage was demonstrated to be below 3% as of the effective date of Policy #ADM-5BD; and

Whereas, effective December 18, 2003, the Board of Trustees approved and adopted Resolution #2003-6 establishing a procedure for increasing the retainer percentage of a member municipality at the request of any such member municipality; and

Whereas, the Board of Trustees desires to reaffirm its current practice of providing two distributions to participants on or before the tenth business day of each month and to reaffirm its current policy for withholding a retainer percentage, as set out in Policy #ADM-5BD and Resolution #2003-6, with such reaffirmations being subject to the Board of Trustees' on going authority under the applicable sections of the RCOG Agreement, and subject to the right of the Council of Governments to amend the applicable sections of the RCOG Agreement.

Now therefore, be it resolved by the Board of Trustees of the Regional Income Tax Agency that:

- Section 1. The Board of Trustees reaffirms, and shall continue, the practice of meeting its settlement obligations to the participants under the RCOG Agreement by providing two distributions to the participants on or before the tenth business day of each month, or at the same frequency as such participants are receiving distributions as of the date of this resolution.
- Section 2. The Board of Trustees reaffirms, and shall continue, the policies set forth in Policy #ADM-5BD, and Resolution #2003-6, setting the retainer percentage of 3% as stated therein, subject to the on going authority of the Board of Trustees under the applicable sections of the RCOG Agreement.
- Section 3. Nothing herein shall limit the authority of the Board of Trustees under the RCOG Agreement, or as the governing body of the RCOG, to amend such policies and practices in the future.
- Section 4. Nothing herein shall limit the authority of the participants to amend the applicable sections of the RCOG Agreement as provided in Section XIV of the RCOG Agreement.
- Section 5. This resolution shall take effect immediately.

Date Passed: November 20, 2008



Timothy Pope
Chairman of the Board of Trustees



Rick Carbone
Executive Director

**VILLAGE OF NEW LEBANON
MONTGOMERY COUNTY, OHIO**

**RESOLUTION NO: 2025-07
BY
MAYOR DAVID NICKERSON**

A RESOLUTION AUTHORIZING THE ACTING VILLAGE MANAGER TO EXECUTE AN AGREEMENT WITH THE NEW LEBANON YOUTH ATHLETICS, INC. FOR THE USE OF DON RUSK MEMORIAL PARK.

WHEREAS, the Village seeks to continue its relationship with New Lebanon Youth Athletics, Inc.; and

WHEREAS, as part of that relationship, the Village must enter into an agreement with NLYA for the use of the Don Rusk Memorial Park; and

WHEREAS, the Acting Village Manager proposes entering into an agreement with NLYA for the next two years—a copy of the proposed agreement is attached hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF NEW LEBANON, MONTGOMERY COUNTY, OHIO, AS FOLLOWS:

SECTION I That Acting Village Manager be, and hereby is, authorized to enter into an agreement with NLYA for the use of Don Rusk Memorial Park.

SECTION II It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that any and all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including, but not limited to Section 121.22 of the Ohio Revised Code.

SECTION III That this Resolution shall take effect immediately upon adoption.

PASSED this 18th day of February 2025.

David Nickerson, Mayor

Attest:

Robert Anderson II
Acting Clerk of Council

Date:

DON RUSK MEMORIAL PARK USAGE AGREEMENT

This Agreement, dated February 19, 2025, is between the Municipality of New Lebanon (“Village”) and New Lebanon Youth Athletics, Inc. (“NLYA”).

ARTICLE 1: PREMISES, TERM, AND USAGE

The Village grants NLYA use of the Don Rusk Memorial Park Concession Stand, Baseball Diamonds, and Soccer Fields at 201 S. Fuls Rd., New Lebanon, OH, for **two (2) years**, ending December 31, 2026, for \$1. A new contract will be negotiated by October 31, 2026; without one, a month-to-month agreement (maximum 3 months) applies.

NLYA may manage the facilities identified above, with exclusive use of the concession stand. Other park facilities are to remain open for public use and scheduling during NLYA’s use periods. NLYA shall provide pre-scheduled activity lists to the Village Manager one month before baseball and soccer seasons, respectively. Usage by NLYA requires a written application approved by the Village. None of the above terms shall in any way supersede the permitting process used by the Village.

ARTICLE 2: PAYMENT AND FINANCIALS

NLYA will pay \$1 annually and shall submit financial statements (profit/loss, balance sheets, IRS 990) and any other financial documents requested by the Village, annually for review. Failure to provide statements may result in a certified audit at NLYA’s expense. Updated organizational by-laws and conflict of interest statements shall also be submitted to the Village annually. The NLYA further agrees not to place any charges or fees, on the use of Don Rusk Memorial Park without prior written, express authorization of the Village.

ARTICLE 3: TAXES AND LICENSES

The Village covers property taxes; NLYA is responsible for payroll taxes, workers’ compensation, unemployment, and necessary permits, which must be displayed on-site.

ARTICLE 4: INSURANCE

The Village maintains fire and extended coverage insurance during the entire term of this Agreement on the buildings pursuant to its statutory obligation as a municipal corporation.

The NLYA agrees to obtain and maintain good and responsible insurance during the entire term of this Agreement as follows:

- a. Public liability insurance in the minimal amount of \$1,000,000 from the loss from an accident resulting in bodily injury or death to persons, and in the amount of \$1,000,000 for loss from an accident resulting in damage to or destruction of property;
- b. The NLYA shall cause to have the Village named as an additional insured and a loss payee on all policies of insurance coverage;

- c. On securing the foregoing coverage, the NLYA shall give to the Village, written notice thereof together with a current and up to date copy of the appropriate policy;
- d. Proof must also be given by the NLYA to the Village that each of the policies provided for in this article expressly provides that the public liability insurance policy amount shall not be canceled or altered without prior written notice to the Village;
- e. If the NLYA, at any time during the term hereof, should fail to secure or maintain the foregoing insurance, the Village shall be permitted to obtain such insurance in the NLYA's name or as the agent of the NLYA and shall be compensated by the NLYA for the cost of the insurance premiums. The NLYA shall pay the Village interest on paid insurance premiums at the rate of 10% per annum computed from the date written notice is received that the premiums have been paid;
- f. Proceeds from any such policy or policies shall be payable to the Village for structures, who shall use such proceeds to pay any claims or make any repairs as provided for below;
- g. If the building or other improvements on the premises should be damaged or destroyed by fire, flood, or other casualty, the NLYA shall give immediate written notice thereof to the Village;
- h. If the building on the premises should be totally destroyed by fire, flood, or other casualty, or if it should be so damaged that rebuilding or repairs cannot reasonably be completed within sixty (60) working days from the date of written notification by the NLYA to the Village of the occurrence of the damage, this Agreement shall terminate.
- i. If the building or other improvements on the premises should be damaged by fire, flood, or other casualty, but not to such an extent that rebuilding or repairs cannot reasonably be completed within sixty (60) working days from the date of written notification by the NLYA to the Village of the occurrence of the damage, this Agreement shall not terminate. In the event that the Village shall fail to complete such rebuilding or repairs within sixty (60) working days from the date of written notification by the NLYA to the Village of the occurrence of the damage, the NLYA may at its option terminate this Agreement by written notification at such time to the Village, whereon all rights and obligations hereunder shall cease.

ARTICLE 5: UTILITIES

NLYA pays for phone, water, and sewer services, with penalties for late payments and shall hold the Village harmless from any liability therefore. Payments for these services shall be paid to the Village each month by the due date or a late penalty of \$10.00 shall occur if payment is one to

four days (1-4) late and a \$20.00 late penalty shall occur if the payment is five to nine (5-9) days late. If the payment is ten or more days late a penalty of \$20.00 plus \$5.00 for each day late will occur. Water may be prepaid based on estimated usage. NLYA is responsible for winterizing the park facilities. The NLYA, at its expense, shall winterize, and/or coordinate with the Village, to winterize the premises, including but not limited to the concession stand, restrooms, and exterior water fountains.

ARTICLE 6: WASTE AND SAFETY

NLYA will keep the premises clean and orderly, ensuring the walking path and parking areas remain clear at all times. NLYA shall ensure that all trash and debris from any part of their leased area is removed in a timely manner. Limited vehicle access is allowed near the concession stand for loading and unloading of materials, equipment, and food. At no time shall more than 2 vehicles be parked near the concession stand area at the same time.

ARTICLE 7: MAINTENANCE

The NLYA agrees to keep the premises in good order and repair, reasonable wear and tear (and damages by accident, fire, or other casualty not resulting from the NLYA's negligence) excepted. The NLYA further agrees to keep the premises clean, and to repair or replace all broken or damaged doors, windows, plumbing fixtures and pipes, floors, stairways, railings, or other portions of the premises, resulting from the NLYA's negligence. NLYA will maintain and repair all buildings and playing fields on the premises during the term of this agreement, with prior written Village approval for any major repairs and professional field treatments.

ARTICLE 8: ALTERATIONS

All improvements or alterations require prior written Village approval. NLYA holds the Village harmless for claims related to such changes.

ARTICLE 9: TERMINATION

This Agreement may be terminated by either party with 90 days' written notice or for non-compliance.

ARTICLE 10: PROPERTY REMOVAL

Upon termination of this Agreement for any reason, NLYA must remove its property and restore the premises within 30 days of the termination. Abandoned items become the Village's property.

ARTICLE 11: DEFAULT

If the NLYA defaults in the performance of any term, covenant, or condition required to be performed by NLYA under this Agreement, the Village may elect to terminate this Agreement on giving at least thirty (30) days notice to the NLYA of such intention, thereby terminating this Agreement on the date designated in such notice, unless the NLYA shall have cured such default prior to the expiration of the thirty (30) day period.

ARTICLE 12: INSPECTIONS

The Village may inspect the premises with prior notice. NLYA must provide keys and alarm codes within 14 days of signing.

ARTICLE 13: ASSIGNMENT

NLYA cannot assign or sublease the Agreement without written Village consent.

ARTICLE 14: HOLD HARMLESS

The NLYA hereby agrees to indemnify, defend, and hold harmless the Municipality of New Lebanon, its officials, employees, agents, and representatives (collectively referred to as "the Village") from and against any and all claims, demands, suits, actions, liabilities, losses, damages, costs, and expenses (including, but not limited to, reasonable attorney's fees and court costs) arising out of or resulting from:

1. Any negligent act or omission, misconduct, or wrongful act of the NLYA, its members, officers, employees, volunteers, agents, contractors, or participants during the use or occupancy of Don Rusk Memorial Park or any activities conducted therein.
2. Any injury to persons (including death) or damage to property occurring on or about the premises used by the NLYA, except to the extent caused by the sole negligence or willful misconduct of the Village.
3. Any failure by the NLYA to comply with applicable laws, ordinances, rules, regulations, or terms of this Agreement.

This hold harmless clause shall survive the termination or expiration of this Agreement.

ARTICLE 16: PUBLIC HEALTH AND SAFETY

To ensure public health and safety, including during emergencies, pandemics, or disasters, The Village reserves the right to close or limit access to fields, shelters, entry/exits, and walkways during scheduled events, in compliance with federal, state, and local regulations. Such closures or limitations will be approved in coordination with the NLYA. Additionally, the Village may independently close or restrict access to Don Rusk Park for public health and safety. NLYA will be notified promptly of any such actions.

ARTICLE 17: MISCELLANEOUS

1. **Notices:** All notices must be sent via certified or registered mail to:
 - o **Village:** Municipality of New Lebanon, 198 S. Clayton Road, New Lebanon, OH 45345
 - o **NLYA:** New Lebanon Youth Athletics, Inc., P.O. Box 129, New Lebanon, OH 45345
2. **Binding Effect:** This Agreement is binding on and benefits the parties and their respective heirs, successors, and assigns as permitted.

3. **Governing Law:** The Agreement is governed by Ohio law, with all obligations performable in Montgomery County, Ohio.
4. **Severability:** If any provision is deemed invalid, illegal, or unenforceable, the remaining provisions remain in effect as if the invalid provision were excluded.
5. **Entire Agreement:** This Agreement supersedes all prior agreements, written or oral, regarding the subject matter.
6. **Amendments:** Changes to this Agreement must be in writing, dated, and signed by both parties.
7. **Rights and Remedies:** The rights and remedies in this Agreement are cumulative and do not limit other legal rights.
8. **No Waiver:** Failure to enforce any term does not waive the right to enforce other terms or subsequent breaches.

Time is of the essence of this agreement.

IN WITNESS THEREOF, the undersigned Village and the NLYA hereto execute this agreement as of the date and year first written above.

Witness

Village of New Lebanon Date

Witness

Witness

New Lebanon Youth Athletics, Inc. Date

Witness

**VILLAGE OF NEW LEBANON
MONTGOMERY COUNTY, OHIO**

**RESOLUTION NO: 2025-08
BY
MAYOR DAVID NICKERSON**

A RESOLUTION AUTHORIZING THE ACTING VILLAGE MANAGER TO EXECUTE A CONTRACT WITH PUBLIC FINANCIAL SOLUTIONS, LLC TO PROVIDE ONGOING FINANCIAL CONSULTING AND ADVISORY SERVICES TO THE VILLAGE OF NEW LEBANON.

WHEREAS, the Village has been working with Public Financial Solutions (PFS) to strengthen its financial practices and remedying budget deficiencies; and

WHEREAS, the Village wishes to continue its relationship with PFS on an as-needed advisory basis and to assist with the transition of the new Finance Director when hired; and

WHEREAS, the Village Manager proposes entering into a contract with PFS for the remainder of the 2025 calendar year—a copy of the proposed agreement is attached hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF NEW LEBANON, MONTGOMERY COUNTY, OHIO, AS FOLLOWS:

SECTION I That Acting Village Manager be, and hereby is, authorized to enter into a contract with PFS for financial consulting and advisory services.

SECTION II It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that any and all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including, but not limited to Section 121.22 of the Ohio Revised Code.

SECTION III That this Resolution shall take effect immediately upon adoption.

PASSED this 18th day of February 2025.

David Nickerson, Mayor

Attest:

Robert Anderson II
Acting Clerk of Council

Date:

PROFESSIONAL SERVICES CONTRACT

This Professional Services Contract ("Contract") is made and entered into on this _____ day of February 2025, between Public Financial Solutions, LLC ("PFS"), located at 369 Camelot Drive, Urbana, Ohio, and Village of New Lebanon ("the Village").

1. Scope of Work: PFS agrees to provide professional services as indicated in Exhibit A.
2. Compensation: The Village agrees to compensate PFS for services at a rate of \$105 per hour. Compensation shall not exceed \$10,500 (100 hours) in any calendar month without prior written approval of the Village Manager or designee. PFS will invoice the Village monthly.
3. Travel and related expenses: PFS will seek no reimbursement from the Village for expenses related to travel to and from the Village’s offices for the performance of the work described in the scope of services.
4. Independent Contractors: It is expressly understood that PFS personnel who provide services under this Agreement are independent contractors and are not employees of the Village.
5. Professional Liability Insurance: PFS shall provide professional liability insurance coverage against claims and suits alleging professional errors and omissions of PFS personnel.
6. Term and Termination: This Contract shall be effective March 1, 2025 and terminate on December 31, 2025 unless extended by mutual agreement of the contracting parties. The Contract may be terminated earlier by either party upon written notice. In the event of termination, the Village agrees to compensate PFS for services rendered up to the date of termination.
7. Governing Law: This Contract shall be governed by and construed in accordance with the laws of Ohio.
8. Complete Understanding: PFS and the Village each represent and warrant to the other party that they possess all necessary rights, power, and authority to enter into this Agreement and to fully perform each and all their respective obligations hereunder. This Agreement expresses and contains the entire agreement between the parties, and supersedes and replaces any prior or contemporaneous agreements, understandings, or arrangements between the parties, whether verbal or written. This Agreement may be modified by a written instrument signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date first above written.

Thomas Judy, Partner	Date
Public Financial Solutions, LLC	

Rob Anderson, Acting Village Manager	Date
Village of New Lebanon, Ohio	

Exhibit A

PFS

Public Financial Solutions, LLC

Public Financial Solutions, LLC (PFS) proposes to provide the following consulting and advisory services to the Village of New Lebanon effective March 1, 2025.

About Public Financial Solutions, LLC

Public Financial Solutions, LLC (PFS) provides financial advisory services to local governments. PFS' partners, Thomas Judy, CPA, MBA, and Bryan Thurman, MBA, combine for over 60 years' experience serving local governments in Ohio. Their experience encompasses virtually all facets of local government finance, including accounting and financial reporting, budgeting and financial planning, treasury management, municipal income tax administration, debt management, and risk management. Each of the partners have been leaders at the state level in advancing the local government finance profession. They utilize a top-down approach to local government finance that recognizes the value of a total organizational commitment to sound financial policies and best practices.

Finance Operational Support

We propose to provide oversight of finance department functions during the vacancy in the Finance Director position, to include:

- Provide guidance and direction to finance staff, as needed.
- Provide assistance with finance tasks, as necessary, to mitigate the impact on staff due to finance vacancies.
- Review a representative sample of transactions for accuracy.
- Perform a detailed review of monthly financial statements and follow-up on questionable items within financial statements such as significant/unexpected budget variances or suspected errors in account coding of transactions.
- Prepare a written analysis of significant and/or noteworthy transactions and trends reflected in monthly financial statements.
- Monitor budgetary legal compliance.
- Act as liaison, as needed, with the Village's auditing firm.

** PFS' relationship with the Village's staff will be advisory and not supervisory. PFS personnel who provide services under this Agreement are independent contractors and are not employees of the Village.*

When the Finance Director position is filled, we can transition our role to one of mentorship and consultation, depending upon the experience level of the incoming Finance Director.

Income Tax Advisory Services

Provide oversight and advisory services as the Village transitions from in-house income tax collection to the Regional Income Tax Agency (RITA) providing full tax administration. Due to the vacant Income Tax Administrator position, provide guidance to other Finance staff, answer questions concerning income tax rules and regulations and serve as the liaison to RITA, as needed.

Financial Policies and Procedures

The scope and timing of the operational services above may vary based on the filling of the Finance Director position; however, the services outlined below are independent of the timing of the new hire. Based on our observations to-date, there are some facets of the Finance Department's operations that need improvement; a more detailed evaluation is necessary to determine the extent to which improvements are needed.

Review Financial Policies:

Financial policies are foundational for a disciplined, highly-functioning organization, providing a roadmap for financial decision-making and planning. Such policies should be in written form and be understood by, and followed by, both the legislative body and administration. As new people come into the organization, they must be familiarized and trained on the organization's policies. In so doing, these policies and practices become part of the DNA of the organization and lead to financial decisions that are thoughtful, responsible, and consistent even as people come and go.

We propose to review the organization's current written, and unwritten, financial policies and make suggestions for improvement. Secondly, we will propose additional policies and practices that will promote greater financial efficiency and effectiveness. Thirdly, we will be available to conduct a Council workshop to discuss the proposed policies. Finally, we will train staff on compliance and assist with implementation.

Review Finance Procedures:

We will review the Village's financial procedures and make recommendations for improvement, if needed. Based upon our observations to date, areas that need reviewed include:

- Budget monitoring and compliance with applicable budgetary law and internal policies. This is a critical need.
- Purchasing processes. Specifically, we will assess the Village's level of compliance with ORC 5704.41 regarding prior certification of funds.
- Accounts payable/cash disbursements/electronic payments. We will review these processes for payment authority, efficiency, and timeliness, etc.
- Interfund allocations of payroll and other expenditures. We have observed that various expenditures are being allocated among the various funds without an apparent basis for the allocations.
- Allocations of debt service expenditures. To maintain fund integrity, all expenditures should be allocated to the fund(s) that benefited, and in the proper proportion. Based on our work with a few of the Village's debt issuances, further review is needed to ensure the proper funds are being charged for debt principal and interest.
- Cash management and investments. We will review whether there is proper oversight of the Village's investment activities and whether mechanisms are in place to ensure liquid funds are available when needed to meet the Village's payment obligations.

Training

Provide training sessions in Ohio budgetary/fiscal compliance and financial best practices to Administration and Finance staff and other key employees. Also, provide training to Village Council, if requested. The training will be tailored to these parties' unique roles.

Participants will benefit from the PFS partners' experience in highly-functioning local government organizations as well as their experience teaching these topics for the Ohio Government Finance Officers Association (OGFOA), Ohio City/County Management Association (OCMA), and the Center for Local Government (CLG).

**VILLAGE OF NEW LEBANON
MONTGOMERY COUNTY, OHIO**

RESOLUTION NO: 2025-09

BY

MAYOR DAVID NICKERSON

A RESOLUTION: APPROVING AN EMPLOYMENT CONTRACT WITH WILLIAM DRAUGELIS FOR THE POSITION OF VILLAGE MANAGER.

WHEREAS, Village Council has voted to appoint William Draugelis as the next Village Manager following the departure of Robert Anderson; and

WHEREAS, Council must approve the Employment Contract with William Draugelis; and

WHEREAS, the Acting Village Manager has negotiated an Employment Contract attached hereto as Exhibit A; and

WHEREAS, the Village is recommending approval of the Employment Contract attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF NEW LEBANON, MONTGOMERY COUNTY, OHIO, AS FOLLOWS:

SECTION I That the Acting Village Manager be and is hereby authorized to execute the Employment Contract attached hereto as Exhibit A.

SECTION II It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that any and all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including, but not limited to Section 121.22 of the Ohio Revised Code.

SECTION III That this Resolution shall take effect immediately upon adoption.

PASSED this 18th day of February 2025.

David Nickerson, Mayor

Attest:

Robert Anderson II
Acting Clerk of Council

Date:

VILLAGE MANAGER EMPLOYMENT AGREEMENT

This Village Manager Employment (“Agreement”) is made and entered into by and between the Village of New Lebanon, a municipal corporation (“Employer” or “Village”) and William D. Draugelis (“Employee”) (Collectively, the “Parties”) effective as of the date it becomes fully executed below (“Effective Date”).

WITNESSETH:

WHEREAS, Employee has the education, training, and experience in local government management to be a fully qualified village manager and who is subject to and follows the ICMA Code of Ethics;

WHEREAS, the Employer desires to retain the services of Employee and to appoint Employee as Manager of the Village of New Lebanon, and Employee desires to be so retained and appointed;

WHEREAS, it is the desire of the Village of New Lebanon Council to: (1) retain the services of Employee; (2) make possible full work productivity by assuring Employee’s moral and peace of mind with respect to future security; and (3) provide a just means for terminating Employee’s services at such time as he may be unable to fully discharge his duties or when Employer may otherwise desire to terminate his employment; and

WHEREAS, the foregoing recitals are hereby incorporated as material terms of this Agreement as if fully restated herein.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, is it is hereby agreed by and between the Village and Employee that the Village does hereby enter into this Agreement with Employee as Village Manager for the Village pursuant to the following terms:

SECTION 1 – TERM

A. This Agreement is for four years of employment commencing on the Effective Date through February 20, 2029.

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the New Lebanon Village Council to remove Employee. However, such removal shall be subject to the provisions set forth in Sections 8, 9, and 10 of this Agreement.

C. Nothing in this Agreement is intended to prevent, limit or otherwise interfere with the right of the employee to resign at any time from his position with the Village, subject only to the provisions set forth in Sections 8 and 10 of this Agreement.

SECTION 2 – DUTIES AND AUTHORITY

As of the Effective Date, Employer agrees to appoint and employ Employee as Village Manager of Employer to perform the functions and duties specified in the Village of New Lebanon Codified Ordinances, and Administrative Rules and Regulations, as the same presently exist or may hereinafter be amended. Employee agrees that he faithfully and diligently will fulfill all duties and obligations incumbent upon him as the executive head of the Village. Employee shall perform the duties set forth in Section 4.02 of the Village of New Lebanon Charter and to perform other legally permissible and proper duties and functions as the Village Council shall from time to time assign to the Village Manager. It is further recognized by the Parties that to effectively serve, Employee must devote a great deal of time outside normal business hours to the business of the Employer.

SECTION 3 – COMPENSATION

A. Employer agrees to pay Employee at an annual base salary in the amount of One Hundred Five Thousand (\$105,000.00). The annual base salary of the Employee is based on a 2,080 work hour year, regardless of the actual amount of hours worked by Employee, plus a 26 pay period year. If the Employee is employed during a year with 27 pay periods, then in addition to the annual base salary Employee shall be paid for the 27th pay period an amount equal to 80 hours multiplied by the hourly base rate in effect during the 27th pay period. Employee's annual base salary shall be payable in installments at the same time as other employees of the Village are paid. Employee's compensation (base salary and benefits) is subject to normal deductions for State of Ohio Retirement System, truces, and other withholdings required by law.

B. Any additional progression in base pay grade will be consistent with Section 12 of this Agreement.

SECTION 4 – BENEFITS, DISABILITY, HEALTH, AND LIFE INSURANCE

A. Employer agrees to cause to be put into force, maintained, and to make required premium payments for the benefit of Employee, insurance policies for major medical, dental and vision, and dependent's group insurance coverage consistent with that which is offered to other full-time Village employees. Except as provided herein, the costs of these benefits will be incurred by the Employer at the same percentage paid to or on behalf of all full-time positions. Further, all provisions of the Village's Charter and Personnel Rules and Regulations relating to employee benefits, including but not limited to vacation and sick leave, retirement and pension system contributions, holidays and other benefits and working conditions as they now exist or hereafter may be amended, shall apply to Employee as such benefits shall apply to other full-time employees of Employer. Such benefits shall be in addition to the benefits enumerated specifically for the benefit of Employee as herein provided.

B. A Village vehicle shall be available to Employee during work hours for transportation purposes that related to Employee's work duties. The vehicle shall remain at the Village office building outside of work hours.

SECTION 5 – VACATION, SICK AND PERSONAL LEAVE

A. Employee shall accrue, and have credited to Employee's personal account, sick and personal leave at the maximum rate as permitted by the Personnel Rules. In addition, Employee shall be granted one additional week of vacation and if not used, can be cashed out in November of the year it was accrued.

B. Employee shall be permitted to transfer over unused sick leave time accrued at previous position.

SECTION 6 – RETIREMENT

A. The Employer agrees to enroll the Employee into the applicable State of Ohio Retirement System and to make all the appropriate contributions required of public employers. Employer will deduct from Employee's compensation contributions required of employees by the applicable State of Ohio Retirement System and forward them to said system.

SECTION 7 – GENERAL BUSINESS EXPENSES

A. Employer agrees to budget for and to pay for 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, subject to the prior approval of Village Council. Such dues and subscriptions include but are not limited to an annual membership in the International City/County Managers Association and the Ohio City/County Managers Association.

B. Employer agrees to budget for and to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and 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 Annual Conference, the state league of municipalities, and such other national, regional, state, and local governmental groups and committees in which Employee serves as a member.

C. Employer also agrees to budget for and to pay for travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for the Employee's professional-development and for the good of the Employer.

D. Employer recognizes that certain expenses of a non-personal but job-related nature are incurred by Employee, and agrees to reimburse or to pay said general reasonable expenses. The Finance Director is authorized to disburse such moneys upon receipt of duly executed expense or petty cash vouchers, receipts, statements, or personal affidavits.

SECTION 8 – TERMINATION

For the purpose of this agreement, termination shall not occur without cause for the first three (3) calendar years of this Agreement.

Notwithstanding, termination shall occur when:

A. The Employer, citizens or legislature acts to amend any provisions of the Charter or Codified Ordinances pertaining to the role, powers, duties, authority, or responsibilities of the Village Manager that substantially changes the form of government. In such event, the Employee shall have the right to declare that such amendments constitute termination.

B. The Employer reduces the base salary, compensation, or any other financial benefit of the Employee, unless it is applied in no greater percentage than the average reduction of all department heads. In such event, the Employee shall have the right to declare that such reduction(s) constitutes termination.

C. The Employee resigns following an offer to accept resignation, whether formal or informal, by the Employer as representative of the majority of the Village Council that the Employee resign, then the Employee may declare a termination as of the date of the suggestion.

D. Breach of contract is declared by Employee with a 30-day cure period for Employer. Written notice of a breach of contract shall be provided in accordance with the provisions of Section 19.

E. A majority of Village Council votes to remove Employee for cause only as defined in Section 10.

F. Employee is no longer a resident of the Village of New Lebanon pursuant to Village of New Lebanon Charter Section 4.01.

SECTION 9 – SEVERANCE

A. If the Employee is terminated for cause, the Employer shall provide a minimum severance payment of six (6) months of service that shall continue to be paid in installments consistent with other employees for the Village for the six (6) following termination.

B. The Employee shall also be compensated for any accrued leave pursuant to the then adopted policies of the Village.

C. For twelve (12) months following termination, the Employer shall pay the cost to continue the following benefits:

1. any unpaid balance of salary then due Employee and in accordance with Section 9(A). Payments shall terminate following the six (6) month termination period; and
2. twelve (12) months of continued family plan health insurance coverage during which Employer will pay the standard Village of New Lebanon share of the premium costs for Village of New Lebanon employee family plan health insurance coverage with Employee paying any difference; if at any time after termination Employee becomes eligible for and receives health insurance coverage under another health insurance plan, then this health insurance severance benefit will terminate.

D. Severance payments shall be subject to normal deductions for State of Ohio Retirement System, taxes, and other withholdings required by law. Such deductions and withholdings shall be made by Employer.

SECTION 10 – REMOVAL

Village Council may only terminate Employee upon a majority vote of all Village Council Members for cause (“For Cause”) events only. All Village Council Members shall vote except when a conflict of interest or valid abstention of a Council Member does not allow all Village Council Members to vote. Likewise, a majority vote shall still be required of the remaining, voting Council Members. For purposes of this Section 10 For Cause events include, but are not limited to, the following:

- A. An illegal act involving personal gain for Employee;
- B. Insubordination or willful refusal to follow policies or lawful directives issued by Village Council;
- C. Insubordination or willful refusal to follow the Village Charter, Ordinances or Resolutions;
- D. Employee is convicted of a crime involving moral turpitude;
- E. Willful neglect of Employee duties;
- F. Dishonesty in office; and
- G. Breach of confidentiality of sensitive Village business.

SECTION 11 – RESIGNATION

In the event that the Employee voluntarily resigns Employee’s position with the Employer, the Employee shall provide a minimum of 120 days’ advance notice unless the parties agree otherwise.

SECTION 12 – PERFORMANCE EVALUATION AND MERIT INCREASES

A. Within the first ninety (90) days of Employee's employment with the Village, Village Council will meet with Employee to discuss and adopt a performance plan of priorities and goals for Employee during the first twelve (12) months of employment. The Village Council shall annually review the performance of the Employee in December subject to a process, form, criteria, and format for the evaluation which shall be mutually agreed upon by the Employer and Employee. If the parties cannot mutually agree upon the format of the evaluation, then the Employer in its sole discretion can unilaterally set the final format. 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. In addition to Employee's performance, within ninety (90) days of the execution of this Agreement, Council and Employee shall define such goals and performance objections that they determine necessary for the proper operation of the Village and in the attainment of the legislative body's policy objectives. Said goals and objectives shall then be reduced to writing with specific criteria to allow the future determination of whether the goal has been obtained. The Parties recognize that the nature of certain goals, particularly those relating to capital improvements and those intended to secure necessary budgetary funds, may or may not be of a nature generally attainable within one year. To the extent that certain goals and priorities may not be generally obtainable during the subject review period, the goals and objectives shall be reduced to writing with provision for specific actions expected to be undertaken within the subsequent review period.

C. The Employee's salary will be subject to review and merit consideration at the annual anniversary date of the Employee's hire. In conjunction with the annual performance review, Village Council and Employee will discuss and update the Village Manager's annual performance plan and annual compensation. Village Council shall increase base salary and/or other benefits of the Employee at the time of his review, in such amounts and to such extent as the Village Council may determine that it is desirable to do so, at its sole discretion, in light of performance by the Employee.

D. If during any calendar year Council fails to review the performance and salary of Employee as required above, then Employee shall receive any uniform salary increase given that same calendar year to department heads.

SECTION 13 – HOURS OF WORK

A. Employer recognizes and acknowledges that Employee may be required to work a number of hours in excess of 40 hours per week to perform duties required of Employee by this Agreement. Also, it is recognized and acknowledged that because Employee must devote a certain amount of time outside the normal office hours to business of the Employer, therefore Employee will be allowed to take compensatory time off as Employee shall deem appropriate during said normal office hours.

B. It is recognized that Employee must devote time outside the office and normal office hours for the Village, and to that end, Employee shall be allowed to establish an appropriate work schedule. Employee shall not receive additional compensation based solely on hours worked.

SECTION 14 – OUTSIDE ACTIVITIES

The employment provided for by this Agreement shall be the Employee's sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the Employer and the community, the Employee may elect to accept limited teaching or consulting opportunities that do not materially interfere with Employee's responsibilities to Employer and do not conflict with Employer's interests. For avoidance of doubt, Employee may not perform consulting for or work for any other government entity or political subdivision during the term of this Agreement.

SECTION 15 – RESIDENCY

Residency in the Village of New Lebanon is required of Employee pursuant to Section 4.01 of the Village of New Lebanon Charter. Should Employee move outside of the Village of New Lebanon, he shall be subject to termination pursuant to the Village of New Lebanon Charter and Section 8 above.

SECTION 16 – INDEMNIFICATION

The Village shall defend and hold Employee harmless from and against any and all torts, claims, causes of action, demands, costs, expenses or other legal action, including all attorneys' fees, whether groundless or otherwise, arising out of any alleged act or omission occurring during or arising out of the Employee's performance of duties as Village Manager. The Village shall have the right to compromise and settle any such claim or suit and shall pay the amount of any settlement or judgment rendered thereon. Said duty to defend shall extend beyond the Employee's termination of employment, and the otherwise expiration of this Agreement, to provide full and complete protection to Employee by the Village of New Lebanon, as described herein, for any acts undertaken or committed in the Employee's capacity as Village Manager, regardless of whether the filing of a lawsuit for such tort, claim, cause of action, demand, or other legal action occurs during or following the Employee's employment with the Village.

SECTION 17 – BONDING

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

SECTION 18 – OTHER TERMS AND CONDITIONS OF EMPLOYMENT

A. The Council, in consultation with the Employee, shall fix, in writing, such other terms and conditions of employment as it may determine from time to time and which relate to the performance of Employee, provided such terms and conditions are not material to, not inconsistent with, not in conflict with and/or would require alteration or amending this Agreement, the Village Charter or any policy or ordinance of the Village.

B. All provisions of the Village Charter and Codified Ordinances and regulations and rules of the Employer relating to vacation leave, sick leave, personal leave, retirement and pension system contributions, holidays and other fringe benefits and working conditions as they now exist or hereafter may be amended, also shall apply to Employee as they would to other employees of Employer, in addition to said benefits enumerated specifically for the benefit of Employee, except as may be otherwise provided for in this Agreement.

SECTION 19 – NOTICES

A. All notices required or permitted hereunder will be in writing and will be addressed to such party at the address set forth below or to such other address as any party may give to the other in writing for such purpose:

(1) EMPLOYER: Council and Mayor
Village of New Lebanon
198 S. Clayton
New Lebanon, Ohio 45345

with a copy to:

Law Director - Village of New Lebanon
McNamee Law Group, LLC
2625 Commons Blvd.
Beavercreek, OH 45431

(2) EMPLOYEE: William D. Draugelis, L.S.W.
Village of New Lebanon
5074 Wheaton Street
Dayton, Ohio 45429

All such communications, if personally delivered, will be conclusively deemed to have been received by a party hereto and to be effective when so delivered; if given by mail, on the fourth business day after such communication is deposited in the mail with first-class postage prepaid, return receipt requested; or if sent by overnight courier service, on the day after deposit thereof with such service; or if sent by certified or registered mail, on the third business day after the day on which deposited in the mail.

SECTION 20 – 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. Severability. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.

D. Remedies. The remedies provided in this Agreement are cumulative. Delay or forbearance in the enforcement of any right under this Agreement shall not be deemed a waiver of, or estoppel against, the exercise of such right.

E. No Strict Construction. The language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against any Party.

F. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of such counterparts taken together will constitute one and the same Agreement. Copies of duly executed counterparts shall have the same legal effect as an original. Facsimile signatures or signatures transmitted by email or other electronic means shall be sufficient to bind the Parties.

G. Applicable Law/ Venue Selection. This Agreement shall be governed by the laws of the State of Ohio without giving effect to conflict of law provisions which would result in the application of any law other than Ohio law. Employer and Employee consent to the exclusive jurisdiction of the state and federal courts located in Montgomery County, Ohio, waive any objection thereto, and agree that any court proceeding arising under or related to this Agreement shall be brought therein.

SECTION 21 – MORALS CLAUSE

If Employee is charged and convicted of a crime involving moral turpitude, felony, fails to attend four (4) consecutive regular meetings of the Council without excuse, or fails to maintain membership in good standing with the International City/County Management Association then Employer shall have the right to immediately terminate this Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGES
FOLLOW.

IN WITNESS WHEREOF, Village, through its Mayor, and Employee have signed this Agreement intending to be bound.

EMPLOYEE

William D. Draugelis

Date: _____

EMPLOYER:

For the Village of New Lebanon, Ohio

Hon. David Nickerson, Mayor

Date: _____

Approved to as of form:

Michael P. McNamee
Village Law Director

Date: _____

Attest:

Resolution No.: _____

Clerk of Council

Date: _____