

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

**NEW LEBANON, OHIO
RECORD COPY
DO NOT REMOVE FROM FILE**

Attest:


Robert Anderson II
Acting Clerk of Council

Date: 2/18/25

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 four (4) 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.

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) months 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

This section intentionally left blank.

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:

Clerk of Council

Resolution No.: _____

Date: _____