



MUNICIPALITY OF NEW LEBANON

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MEMORANDUM

To: Mayor Nickerson and Village Council Members

From: J.C. Keyser, Acting Village Manager

Re: Council Update

Date: February 28, 2025

Here are some updates on your agenda for Tuesday night's meeting:

- **Ordinance 2025-01 – An Ordinance in third reading, public hearing, and approval to Adopt the 2025 Pay Scale for Non-Bargaining Unit Employees.** The 2025 pay scale shows a 3% cost of living adjustment (COLA) for all full-time non-bargaining unit employees. This is consistent with the projections you were shown in the budget presentation. The Police bargaining unit is still in negotiations on a new contract. The OPBA wages will be approved in a separate ordinance once the new contract has been approved by the Council and the union.
- **Resolution 2025-10** – This is for the approval of the Hazard Mitigation Plan that was developed by Montgomery County EMA. This is done every 5 years.
- **Resolution 2025-11 – A Resolution authorizing the increase of sanitary sewer rates by twenty percent (20%) from \$5.48 to \$6.58.** The sewer rates have not been revisited since 2013 with the last increase in 2018.

Other items of interest

- Upon Mr. Anderson's exit he promoted Darryl Sorrell to Service Department Superintendent.
- Upon Mr. Anderson's exit he made Gary Long the permanent part-time Code Enforcement Administrator.
- The former Montgomery County Court building is currently for sale listed with Steve Young, with Howard Hanna Realty.

Have a great weekend!

**MUNICIPALITY OF NEW LEBANON,
REGULAR COUNCIL MEETING
March 4, 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 18, 2025, Regular Council Meeting
- V. Unfinished Business
 - A. **Ordinance 2025-01 - (Third Reading & Public Hearing) An Ordinance to Approve the 2025 Pay Scale for Non-Bargaining Unit Employees.**
- VI. New Business
 - A. **Resolution 2025-10 - A Resolution Adopting the 2024 Montgomery County Emergency Management Association Hazard Mitigation Plan.**
 - B. **Resolution 2025-11 – A Resolution authorizing the increase of sanitary sewer rates by twenty percent (20%) from \$5.48 to \$6.58.**
- 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 18, 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 Mayor Nickerson, followed by the Pledge of Allegiance.

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 Law Director McNamee |
| Interim Police Chief Wortman |
| Fire Chief Keyser |
| Service Director Dennis Easom |

Approval of Minutes

- Approval of the February 4, 2025, regular council meeting minutes.

Council Member Back made a motion to approve the minutes. Council Member Sexton seconded the motion.

6 yes votes, 1 no vote, minutes approved as presented.

Unfinished Business

Ordinance 2025-01 - AN ORDINANCE TO APPROVE THE 2025 PAY SCALE FOR NON-BARGAINING UNIT EMPLOYEES. (Second Reading & Public Hearing).

New Business

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.

Council Member Sand’s motion to approve was seconded by Council Member Sexton.

Roll Call:

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

7 yes votes, 0 no votes, motion carries.

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.

Mr. Anderson informed council that the contract is fairly standard in what they have had in the past years, there will be minimal if any changes, and this allows the manager to execute the contract after meeting with the N.L.Y.A.

Council Member Cooper’s motion was seconded by Vice-Mayor Adkins.

Roll Call:

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|--------------------|-----|
| Mayor Nickerson | Yes |
| Council Member Joy | Yes |

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|-----------------------|-----|
| Vice-Mayor Adkins | Yes |
| Council Member Back | Yes |
| Council Member Cooper | Yes |
| Council Member Sands | Yes |
| Council Member Sexton | Yes |

7 yes votes, 0 no votes, motion carries.

Resolution 2025-08 - 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.

Council Member Joy asked why we were engaging with a finance service and not hiring a financial officer.

Mr. Anderson stated we need to do both. Mr. Anderson referenced the budget work session and advised there is a need for training of staff and guidance from professionals in finance, also allowing time for the new manager to find a CFO. He stated that Public Finance Solutions will help train employees coming in and help set policies and move the village forward.

Council Member Joy asked what the cost would be.

Mr. Anderson stated it is \$105.00 per hour and not to exceed \$10,500 a month.

Council Member Joy asked if this would be in addition to the finance officer and for how long.

Mr. Anderson stated yes, and it would be for the remainder of the year. He stated it doesn't need to be for the entire year, and can be terminated with notice, but covers the year if need be.

Council Member Cooper asked if they would do a bill each month showing their hourly charges.

Mr. Anderson stated yes, they will account for their hours each month.

Council Member Back asked if this would help with the new CFO and guiding them through proper procedures.

Mr. Anderson stated yes. He said there aren't many CFO's out there anymore and we may get someone that has finance experience, but not with municipal finance and this will help train for things like the budget and get them up to speed.

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

Roll Call:

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

7 yes votes, 0 no votes, motion carries.

Resolution 2025-09 - A RESOLUTION: APPROVING AN EMPLOYMENT CONTRACT WITH WILLIAM DRAUGELIS FOR THE POSITION OF VILLAGE MANAGER.

Council Member Joy stated he hasn't talked to any potential candidates and wanted to know why we didn't make an offer to Steven Woolf. He said the comment was made that he wasn't interested, but his resume was submitted again.

Mr. Anderson stated he is currently the manager of the Village of Phillipsburg, so he does have another job. Mr. Anderson stated he did speak with him at length and with everything that transpired last time, it made sense to hire from outside.

Council Member Joy stated he looked at resumes and titles and there were several that had municipal manager experience and wants to know why we went with who we went with when there are currently people that are doing what we need done.

Mr. Anderson stated there were only a couple that had manager experience in local government. He stated Mr. Draugelis has been a manager for 25 plus years in the Montgomery County Court system and has a master's degree in public administration. He stated management is management at some level and this job requires a strong manager and through my course of conversations with Bill and evaluating him, along with other conversations with other candidates, I think he will be an excellent manager and do an outstanding job and the limited interaction he has had with him so far has been terrific and is impressed by him. He stated council will be impressed with him as well once they get to know him.

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

Roll Call:

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

6 yes votes, 1 no vote, motion carries.

Mr. Draugelis addressed council stating he is grateful for the opportunity and promises not to let them down, to his colleagues he looks forward to working with them as a team for the success of the village, and to the community he promises to give 110% putting his best efforts forward. Mr. Draugelis thanked everyone.

Council Members congratulated and welcomed Mr. Draugelis.

Public Comments or Questions

Keith Moody, 297 Shock Drive, asked Mayor Nickerson about him stating there were a lot of people having interest in the vacant council seat. Mayor Nickerson said there were several, three written and others called expressing their interest. Mr. Moody said he did a request and there were only two letters. He stated this is not transparent or truthful.

He asked if the new village manager was planning on moving to New Lebanon. Mr. Anderson stated no and deferred to the law director. Mr. Moody stated section 4.01 of the charter stated he must become a resident and pay taxes. Mr. Anderson stated they received an opinion that the provision is illegal, and the provision is not enforceable. Law Director McNamee stated he issued a legal opinion that the charter provision is unlawful by higher statutes and case law. It is unenforceable and his recommendation to council has been to form a charter review committee to address other charter provisions including the one that was just discussed.

Shannon Bemis, 130 Bronwood Street, thanked Officer Meyers for noticing their son's car interior light was left on one evening and came to their door to let them know. She also thanked Mr. Anderson for stepping in and leading the village during a difficult time and even extending his time here so we weren't left hanging. She stated he opened her eyes to a lot of things, the way local government should work, and the way things should be done and appreciated it.

Michelle Nadolsky, 301 Ledgewood, brought photos of the house on the corner of Lawson and Church with the huge ruts in their yard, the semi that is parked at 452 Holderman (Interim Police Chief Wortman stated he would send someone over there), she thanked Interim Police Chief Wortman for tagging the Excursion on Avon Oak again.

Mrs. Nadolsky then spoke as the commander of the American Legion thanking New Lebanon, Brookville, and Farmersville Fire Departments for keeping the building standing when they had the fire on January 19th. She informed everyone that she signed a lease and a contract with Miller Contracting, the architectural drawings are in the final proof, and in the next two weeks going to the county for permits. American Legion's new address will be 519 E. Main Street and is looking at 6-7 months move in time. She would like to get the Legion running at the current location in the meantime but that is between the insurance agency and landlord. She stated nothing has been done in five weeks. She stated if anyone needs anything or needs help from the Legion to please contact her. She said they will still have their Turkey Shoots on Sundays starting on March 9th which will be one of their socials and a fundraiser. They will do the shoots for seven weeks straight, skipping Easter, is open to the public, and park at the church on Church Street. Mayor Nickerson asked if they were accepting donations and Mrs. Nadolsky stated absolutely and if anyone wanted to become a member she could get them an application. She spoke about the damage to the building and that they winterized the building for now.

Heidi Pence, 659 Holderman, asked how many people applied for the village manager position and if we considered anyone that lived in town. Mr. Anderson stated there were around 40 plus that applied and only a handful lived in town. He stated nobody that lived in town had the education/experience to qualify for the manager. Ms. Pence stated online it stated no education was required. Mr. Anderson stated that was correct, but when you are evaluating candidates against each other you look at experience and/or education and in evaluating candidates there were others at the top of the list. She then asked Interim Police Chief Wortman about a robbery they had back in July and hadn't received any follow up. He told her to get with him after the meeting so he could gather contact information from her and look into it.

Deb Brumback, 14302 Old Dayton, stated in August a handful of Perry Township residents got together and formed a non-profit organization, Friends of Perry Township. She stated they had two great events already and have two more coming up. She said they are trying to get Perry Township back as a community along with Brookville and New Lebanon. She said they have an easter egg hunt on April 5th at Sycamore Park and a fishing derby on June 14th at Sycamore Park at the overlook picnic area. She handed flyers out to council and asked if she needed a permit to say they accepted donations. Mr. Anderson stated no permit is needed as long as you aren't going door to door soliciting which would require registration.

Administrative Staff Comments

Service Director Easom stated they have got a lot of work done at the WW plant and a lot more to go. He said they are working on a NPDES permit for the WW plant that is coming due and is for five years. He said they are gathering information to turn over to the EPA so if there are any hiccups it gives them time to correct it. Mr. Easom stated he is looking at bids from different chemical companies to supply them for water and WW treatment. He said they currently use Chemicals, Inc. and he just received a bid from Hawkins to review to see if we could save money switching chemical companies or staying with what we have. He stated he is also looking at different labs for water and wastewater lab work that we aren't set up to do to see if there is cost savings there.

Council Member Sexton stated they did a fine job on the snow removal and thanked them. Mr. Easom stated he will pass it along to the guys.

Mayor Nickerson asked how the water main breaks have been coming. He stated he thinks they have only had one since the last meeting but there is road work that will need to be done when we have fair weather. He said they have a lot of potholes and

main break holes that need to be filled and come back with a more permanent fix. Mayor Nickerson asked if they had enough salt and Mr. Easom stated they did.

Fire Chief Keyser stated the tornado siren company came out to look at their sirens. He said the siren at Don Rusk Park needed new batteries that the service department replaced. He said when the tornado siren company comes out next, he will have them double check all the chargers and batteries. He thanked the service department for picking up the batteries and installing them at Don Rusk Park and on Access Road.

Mayor Nickerson stated JC invited him to the Independent Insurance Agency banquet where Teddy received an award for his 50 years of service as a firefighter in this community. Mayor Nickerson thanked Chief Keyser for the invitation, for being the chief that he is, and congratulated Teddy again for his 50 years of service and still going.

Interim Police Chief Wortman stated council had two things from him in their packet. He reviewed the first round of stats he was able to pull for 2023, 2024, and January of 2025. He stated they are still working on stats and training people in different jobs and tasks. He then reviewed the speed analysis report from the new radar unit with council. He said they have used the radar unit at three different locations. He said the reports give them time frames and locations on the best place to sit for violations. He said they are also working on getting the speed trailers up and running.

Law Director McNamee updated council on projects he is working on. He stated the police department requested an investigation from BCI and he provided all the documentation and is waiting to hear back from the Attorney General's office. He stated that Mr. Anderson gave all the information to him regarding the Johnsville-Farmersville flooding issue and is getting a group together to try to get this resolved. He discussed the Charter Review Commission, and he is reviewing the charter for other provisions aside from the residency requirement as well as all ordinances and will be recommending deletions or edits of numerous sections. Mr. McNamee stated he is putting finishing touches on new legislation regarding the mobile home community regulations. Mr. McNamee thanked him for his service here and gave him his best wishes.

Council Member Sexton discussed multiple calls she received regarding the mobile home park and stated there are two ladies living in their car that got kicked out as well as two veterans, one that is just lying there to die. She stated another person received a violation with no explanation and the owners refused to tell them what it is for. Mrs. Sexton stated they are elderly and on a fixed income and cannot afford to pay, so they

will probably get evicted as well. Mr. McNamee asked her to forward him this information.

Municipal Manager's Comments

Mr. Anderson congratulated Bill and stated he has the right temperament. Attitude, and experience to be successful in this job. He thanked the council and the staff for the opportunity to work here and work with you. He appreciates everyone, will miss coming here, and is only a phone call away if we need anything.

Council Member Sexton thanked Mr. Anderson for stepping into a mess and staying even when he didn't have to. She thanked him for what he has done and for showing the utmost respect to everyone she has seen him talk to and you don't see that often. Council Member Back thanked Mr. Anderson for his time here and had great discussions even when they didn't see eye to eye being treated with respect and Mr. Anderson always maintaining composure. Mr. Back thanked him for his service to our community and wished him the best in his next endeavor.

Council Member Sands asked what his policy is on employees working on a Saturday or on a holiday unsupervised.

Mr. Anderson stated there's not a whole lot they can do in there and it isn't like we are keeping the secrets to the launch codes. He stated if they have work to do and he trusts the individual he doesn't have a problem with it.

Mr. Sands asked if we are paying this person overtime for this.

Mr. Anderson said it depends on who it is and if they are salary or an hourly employee. He stated they aren't there just to rack up their time it's either income tax things need to be done or other tasks that need to be done or if it is a part-time person then it is just straight time.

Vice-Mayor Adkins thanked Mr. Anderson and stated she was going to miss him, especially all the meetings they had to do. She hopes everything goes well and hopes he succeeds in whatever he is going to do.

Council Members' Comments

Council Member Back thanked the service department for keeping the streets looking good knowing how hard it is to work through the cold. He thanked Mr. Anderson again and expressed his appreciation.

Council Member Cooper thanked the service department, fire department, and police department especially on these long cold days. He appreciates them coming through

and plowing and the streets look good. He also thanked Mr. Anderson for his time and has enjoyed their conversations and meeting him.

Council Member Sexton asked if the zoning department could put out a report just like the fire and police departments do. Mr. Anderson stated yes. Mrs. Sexton stated the tentative date for A Day at the Park is August 9th. Mrs. Sexton read something that a good friend shared discussing local government.

Vice-Mayor's Comments

Vice-Mayor Adkins thanked the service, police, and fire departments. She then welcomed Bill as our new village manager, stating she looks forward to getting to know him and working with him.

MAYOR'S COMMENTS

Mayor Nickerson stated it has been a long year. He appreciates everything Mr. Anderson has done and stated they have both taking it on the chin quite a bit, stuck it out, and are still sticking it out. Mr. Nickerson stated they are doing this for the betterment of the community and that is what they will do. Mr. Nickerson stated he appreciated what Mr. Anderson has done and thanked him. He welcomed Bill and thanked the chiefs and Mr. Easom for the great job they are doing. He stated there are a lot of good things coming up like A Day at the Park and opening the community garden again. Mr. Nickerson said we are moving forward, striving, and doing the best that we can.

Request to be Added to the Agenda

None

Adjournment

Vice-Mayor Adkins motioned to adjourn, Council member Back seconded.

Roll Call:

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| Mayor Nickerson | Yes |
| Council member Sands | Yes |
| Council Member Back | Yes |

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|-----------------------|-----|
| Council member Joy | Yes |
| Council Member Cooper | 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 8:18 p.m.by Mayor Nickerson.

Approved:

Mayor Nickerson

Date

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 Bill 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. Employee is entitled to one week of vacation effective on the first day of employment which shall be March 10, 2025. Employee will have one personal day holiday accrued effective as of March 10, 2025.

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 – 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: Bill 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

Bill 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.: 2025-10

J.C. Keyser
Acting 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:

J.C. Keyser
Acting Clerk of Council

Date:

CERTIFICATION

I, J.C. Keyser, 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.

J.C. Keyser, Date: March 4, 2025
Acting Village Manager/Acting Clerk of Council

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

RESOLUTION NO: 2025-10

**BY
MAYOR DAVID NICKERSON**

A RESOLUTION APPROVING THE PARTICIPATION IN A MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN IN CONJUNCTION WITH THE MONTGOMERY COUNTY OFFICE OF EMERGENCY MANAGEMENT.

WHEREAS, there currently exists between the Municipality of New Lebanon, Ohio and the Board of Commissioners of Montgomery County, Ohio an agreement that the County, through its Office of Emergency Management, shall provide emergency management for the Village in conjunction with a countywide coordinated program; and

WHEREAS, through this countywide coordinated program, the Montgomery County Office of Emergency Management has developed the 2024 Montgomery County Natural Hazard Mitigation Plan that includes all hazards to which Montgomery County and its municipalities are susceptible as per Section 322 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, and

WHEREAS, goals, objectives and strategies to mitigate against the hazards that have been identified in the County, including the Village of New Lebanon, have been developed, and

WHEREAS, mitigation measures for the City and surrounding areas have been analyzed and prioritized, and

WHEREAS, Montgomery County stakeholders have reviewed the 2024 Montgomery County Natural Hazard Mitigation Plan.

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

SECTION I That the Council of the Municipality of New Lebanon hereby adopts and plans to implement the actions prescribed in the 2024 Montgomery County Natural Hazard Mitigation Plan, which is on file in the Office of the Director, Montgomery County Office of Emergency Management.

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 4th day of March 2025.

David Nickerson, Mayor

Attest:

J.C. Keyser
Acting Clerk of Council

Date:

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

RESOLUTION NO: 2025-11

BY

MAYOR DAVID NICKERSON

A RESOLUTION: AUTHORIZING THE INCREASE OF SANITARY SEWER RATES BY TWENTY PERCENT (20%) FROM \$5.48 TO \$6.58.

WHEREAS, the sanitary sewer rate has not increased since 2018; and

WHEREAS, during that time inflation has increased by 28% and, on average, the surrounding communities have increased their sanitary sewer rate by 25% and

WHEREAS, as a result, this has caused a worrisome decline in the balance of the sanitary sewer fund that can be rectified by a calculated plan to increase in the sanitary sewer rate; and

WHEREAS, it is in the best interest of the Village to increase its sanitary sewer rate by 20% to ensure financial stability, reduce budget imbalances, and to allow for future improvements to the sanitary sewage system when necessary; and

WHEREAS, accordingly the Village believes it is in the best interest of the Village to increase the sanitary sewer rate by 20%; and

WHEREAS, the current sanitary sewer rate is \$5.48 [per 1,000 gallons] and would be amended to \$6.58 [per 1,000 gallons]; and

WHEREAS, this Council hereby recommends approval of the aforementioned increase to the sanitary sewer rate.

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

SECTION I That the sanitary sewer rate is hereby amended from \$5.48 [per 1,000 gallons] to \$6.58 [per 1,000 gallons] and shall remain as such until further amended.

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 but shall not be implemented until the next full billing cycle.

PASSED this 4th day of March, 2025.

David Nickerson, Mayor

Attest:

J.C. Keyser Date:
Acting Clerk of Council



MUNICIPALITY OF NEW LEBANON

198 S. Clayton Rd
New Lebanon, Ohio 45345-9636
937-687-1341-Main Office
937-687-3700-Economic Development Office
937-687-1213-Fax

MEMORANDUM

To: Beth Bicknell, Payroll Administrator
From: Rob Anderson, Acting Village Manager 
Re: Darrell Sorrell Appointment to Service Superintendent
Date: February 19, 2025

After reviewing the resumes for the Service Superintendent position, I have decided to promote Darryl Sorrel to the position. As such, I am increasing the hourly rate for Darryl to Pay Grade 45 Step A which is \$32.12 per hour. Please reflect this change effective March 1, 2025.

Please let me know if you have any questions.

RECEIVED

FEB 19 2025

VILLAGE OF NEW LEBANON



MUNICIPALITY OF NEW LEBANON

198 S. Clayton Rd
New Lebanon, Ohio 45345-9636
937-687-1341-Main Office
937-687-3700-Economic Development Office
937-687-1213-Fax

MEMORANDUM

To: Beth Bicknell, Payroll Administrator
From: Rob Anderson, Acting Village Manager 
Re: Gary Long Permanent Appointment to Part-Time Code Enforcement Administrator
Date: February 18, 2025

I have promoted Gary Long to the permanent position of part-time Code Enforcement Administrator effective February 18, 2025. Gary's rate of pay will stay the same. Gary's part-time hours of work will be Tuesday, Wednesday, and Thursday between 8 am and 2 pm with some additional hours for evening meetings.

Please let me know if you have any questions.

RECEIVED

FEB 19 2025

VILLAGE OF NEW LEBANON



Former Court Houst

101 Clayton Rd, New Lebanon, OH 45345



Steve Young

Howard Hanna

120 W 2nd St, Suite 1100, Dayton, OH 45402

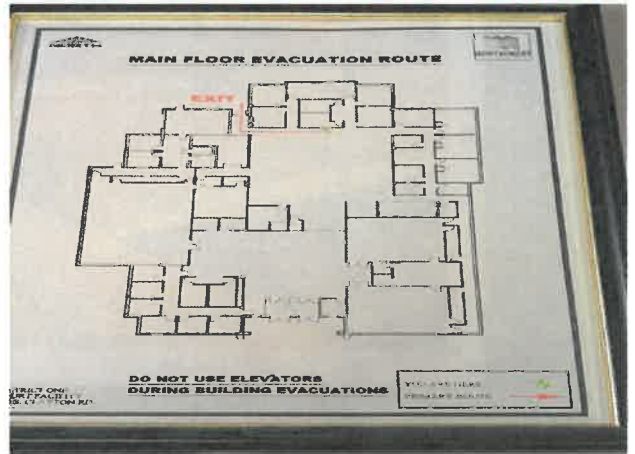
Steve@steveyoungrealestate.com

(937) 260-9773

Former Court Houst

\$900,000

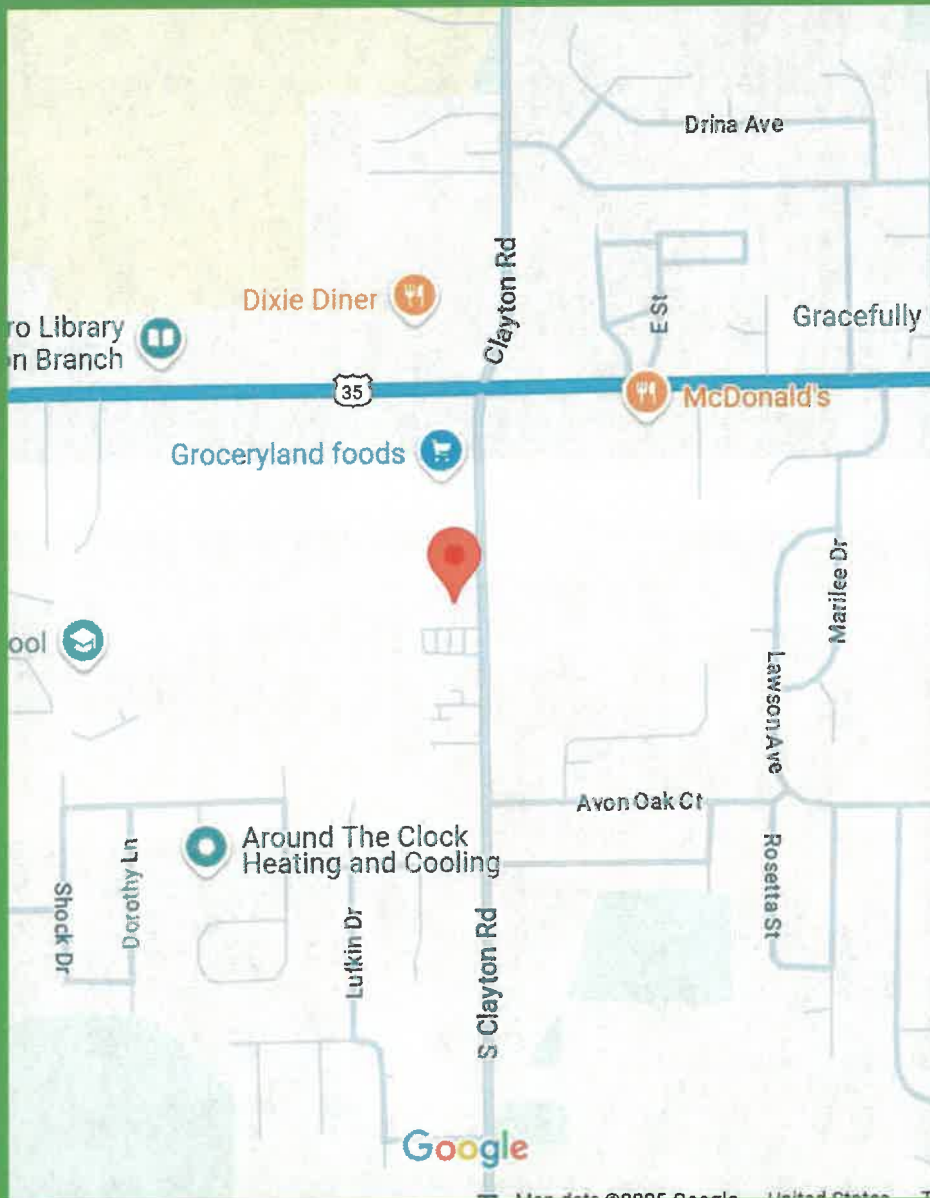
- Great location near New Lebanon village office and police department.
- Over 17,000 s.f. potential for reconfiguration and multiple tenant design.
- Many offices available to immediate use. Furniture and current contents are negotiable as part of the sale.



| | |
|-------------------------|---------------|
| Price: | \$900,000 |
| Property Type: | Office |
| Property Subtype: | Medical |
| Sale Type: | Owner User |
| Lot Size: | 5.70 AC |
| Gross Building Area: | 17,386 SF |
| Rentable Building Area: | 17,386 SF |
| Sale Conditions: | 1031 Exchange |
| No. Stories: | 1 |
| Year Built: | 2000 |
| Zoning Description: | Negotiable |

101 Clayton Rd, New Lebanon, OH 45345

(AKA 195 S. Clayton Road)



Property Photos



Office



Property Photos



NHS_3981



PXL_20250214_164441791

Property Photos



Main Entrance