

EXHIBIT A
ORDINANCE NO. 31-2024
EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”) is entered into this ____ day of July, 2024, by and between the City of Springdale, Ohio (“Employer” or the “City”) and Brian C. Uhl (“Employee”) an individual who has the education, training and experience in local government management, and both of whom agree as follows:

WHEREAS, pursuant to Article III Section H of the Charter of the City of Springdale (the “Charter”), the Mayor has appointed Employee to serve as City Administrator; and

WHEREAS, Article III Section H(3) of the Charter provides that City Council shall establish the compensation of the City Administrator; and

WHEREAS, the parties desire to formalize certain terms and conditions of employment in this Agreement.

NOW, THEREFORE, in exchange for the mutual promises and covenants below, and for other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties agree as follows;

Section 1 - Term. This Agreement shall commence and remain in full force and effect beginning August 20, 2024, for a period of three (3) years. Thereafter, this Agreement shall automatically renew for successive three (3) year periods unless terminated by either party. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employer to terminate the services of Employee at any time, subject to the provisions set forth in Article IV, Section B of the Charter and Section 7 of this Agreement.

Section 2 – Duties and Authority. Employer hereby agrees to employ Employee as City Administrator of the City to perform the functions and duties specified in the Charter, and to perform other legally permissible and proper duties and functions the Mayor shall periodically assign.

Section 3 – Compensation. Beginning August 20, 2024, Employer agrees to pay Employee an annual base salary of One Hundred Seventy Four Thousand Dollars and 00/100 (\$174,000.00), payable in installments at the same time that all other employees are paid. If authorized by the Mayor, the Employee shall receive cost of living adjustments equal to other employees of the Employer, and if authorized by the Mayor, the Employee shall be eligible for annual compensation adjustments. While it is recognized that the Employee must devote considerable time outside of the normal working hours to the business of the

City, no additional compensation will be granted to the Employee for such additional time. Employee will have the flexibility to take reasonable "Flex Time" off as deemed suitable during regular business hours, ensuring that the City's operations remain unaffected.

Section 4 – Vehicle Allowance. In lieu of the Employer furnishing a fleet vehicle, the Employer will grant the Employee a monthly vehicle allowance of \$550. This sum will be paid during the first pay period of each month. In the event that both the Mayor and Employee mutually agree that acquiring or leasing a vehicle is a more pragmatic option, the Mayor will terminate this monthly vehicle allowance.

Section 5 – Employee Benefits. Employee shall be entitled to all benefits provided to other non-unionized full-time employees of the Employer.

Section 6 – Annual Performance Review. The Mayor and Employee will make every effort to conduct a thorough review of Employee's performance at least once a year. Performance evaluations may not always be documented unless substantial improvement is necessary. In such cases, the evaluations will include clear and achievable objectives to be completed within a reasonable timeframe relevant to the goals set.

Section 7 – Termination of Agreement by Employer. Employer may terminate this agreement, without cause, by providing at least ninety (90) days written notice to Employee to allow for the orderly and efficient transfer of projects, duties, and responsibilities. Should Employer choose to terminate this Agreement without cause, the severance actions shall be invoked as outlined in Section 9 and will begin the first day the termination becomes effective. The Mayor and Employee may waive the ninety (90) day written notice if mutually agreed upon. There is no notice required for termination for cause.

A. As used in this Section, the following actions shall constitute termination *Without Cause*:

1. The termination of the Employee's employment outside of the terms of this Agreement.

B. Termination of this Agreement without severance may occur under the following circumstances:

1. Nonfeasance- The failure to act, where action is required, either willfully or neglect resulting in harm.
2. Misfeasance- The willful inappropriate action or intentional incorrect action or advice, which is legal, but done in the wrong way.

3. Malfesance- The willful and intentional action that injures a party, which is illegal or wrong.

Section 8 – Termination of Agreement by Employee. The Employee may terminate this Agreement by providing no less than sixty (60) days written notice. Upon resignation, the Employee shall not be entitled to the severance benefits listed in this Agreement, except for accumulated but unused leave and longevity pay. The Mayor and the Employee may mutually agree to waive the sixty (60) day written notice requirement.

Section 9 – Severance Pay. In addition to the termination rights specified in Article IV, Section B of the Charter, the Employee shall be entitled to severance pay at the rate applicable at the time of termination for the entire remaining term of this Agreement. A minimum of twelve (12) months severance shall be paid if the Employer terminates the Agreement within twelve (12) months of its expiration. Severance pay shall be disbursed as a lump sum and shall include one hundred (100%) percent of all accumulated but unused Vacation, Holiday, and Sick Leave, calculated at the Employee's pay rate in effect at the time of termination unless both the Mayor and the Employee mutually agree otherwise. The lump sum payment need not be issued as a single deposit, and the disbursement schedule shall be mutually agreed upon by the Mayor and the Employee.

In addition to the severance payment(s), the Employer shall continue to pay one hundred (100%) of the premiums for all medical, vision, dental, and life insurance in addition to Health Savings Account (HSA) contributions for the Employee (and dependents, if applicable) at no cost to the Employee. The continuation of these benefits shall continue for a term of six (6) months following termination.

Section 10 – Amendments. This Agreement may be modified or amended at any time by mutual written consent of the parties hereto.

Section 11 – Other Terms. All other terms and conditions of employment not specified in this Agreement shall be governed by the Charter and Ordinances of the City of Springdale, Ohio.

Section 12 – Severability Clause. If any part of this Agreement is found to be unconstitutional or unenforceable by a Court of competent jurisdiction, or legislative or administrative tribunal, then such decisions or legislation shall apply only to the specific provision of this Agreement. The parties hereto will meet and discuss the abrogated provision. The remainder of the Agreement shall remain in full force and effect to the extent reasonable in light of the abrogated provisions.

Section 13 – Indemnification. As required under Ohio Revised Code 2744.07, Employer shall provide for the defense of an employee, in any state or federal court, in any civil action or proceeding to

recover damages for injury, death, or loss to persons or property allegedly caused by an act or omission of the employee in connection with a governmental or proprietary function if the act or omission occurred or is alleged to have occurred while the employee was acting in good faith and not manifestly outside the scope of his employment or official responsibilities. The duty to provide for the defense of an employee specified in this division does not apply in a civil action or proceeding that is commenced by or on behalf of Employer. Employer shall indemnify and hold harmless an employee in the amount of any judgment, other than a judgment for punitive or exemplary damages, that is obtained against the employee in a state or federal court or as a result of a law of a foreign jurisdiction and that is for damages for injury, death, or loss to persons or property caused by an act or omission in connection with a governmental or proprietary function, if at the time of the act or omission the employee was acting in good faith and within the scope of his employment or official responsibilities.

IN WITNESS WHEREOF, Employer has caused this Agreement to be signed and executed by the Mayor, and the Employee has signed and executed this Agreement, on the day and year first above written.

CITY OF SPRINGDALE, OHIO

By: _____
Lawrence C. Hawkins III, Mayor

BRIAN C. UHL

APPROVED AS TO FORM:

Joseph J. Braun, Law Director