

RESOLUTION G2019-14

**RESOLUTION APPROVING AN EMPLOYMENT AGREEMENT WITH
KIMBERLY A. LAPENSEE AS TOWNSHIP ADMINISTRATOR PURSUANT TO
ORC SECTION 505.031 AND DISPENSING WITH THE SECOND READING**

WHEREAS, pursuant to ORC Section 505.031, the Board of Trustees may appoint a Township Administrator who shall be the administrative head of the township under the direction and supervision of the Board and who shall hold office at the pleasure of the Board; and

WHEREAS, Kimberly A. Lapensee is by reason of her training and experience competent to act as Township Administrator and shall perform the duties outlined in ORC Section 505.032.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of Symmes Township, Hamilton County, Ohio, pursuant to Chapter 505 of the Revised Code, that:

- Section 1.** Kimberly A. Lapensee will continue as Township Administrator pursuant to ORC Section 505.031 who shall serve as such pursuant to the terms of the “Township Administrator Employment Agreement” attached hereto and incorporated as Exhibit “A”.
- Section 2.** The Board hereby authorizes the Board President to enter into an Employment Agreement with Kimberly A. Lapensee, which agreement fully defines the terms and conditions upon which Kimberly A. Lapensee shall serve as Township Administrator, a copy of which is incorporated herein by reference as Exhibit “A” and the approved salary increase shall commence on February 9, 2019.
- Section 3.** The Board of Township Trustees hereby authorizes and directs the Township Fiscal Officer to expend such funds in accordance with the terms as set forth in the contract.
- Section 4.** Upon majority vote does hereby dispense with the requirement that this Resolution be read on two separate days and hereby authorizes the adoption of this Resolution upon its first reading.
- Section 5.** Finds and determines that all formal actions of this Board concerning and relating to the passage of this resolution were taken in open meetings of this Board, and that all deliberations of this Board and any of its committees that resulted in such formal actions were taken in meetings open to the public, in compliance with all legal requirements, including (without limitation) Ohio Revised Code §121.22,

except as otherwise permitted thereby.

Section 5. This Resolution shall take effect and be enforced from and after the earliest period allowed by law.

ADOPTED FEBRUARY 5, 2019 – RESOLUTION G2019-14

Vote Record: Mr. Beck ____ Ms. Leis ____ Mr. Bryant ____

BOARD OF TRUSTEES:

Philip J. Beck, President

Jodie L. Leis, Vice-President

Kenneth N. Bryant, Trustee

ATTEST:

APPROVED AS TO FORM:

Carol A. Sims, Fiscal Officer

Kevin C. McDonough, Law Director

TOWNSHIP ADMINISTRATOR EMPLOYMENT AGREEMENT

This agreement is entered into by and between the Board of Trustees of Symmes Township, Ohio, 9323 Union Cemetery Road, Loveland, Ohio 45140, hereinafter called "Board", and Kimberly A. Lapensee, 6525 Kalbfleisch Road, Middletown, Ohio 45042, hereinafter called "Administrator".

WITNESSETH

WHEREAS, the Board desires to continue to employ Kimberly A. Lapensee for the purpose of serving as it's Administrator pursuant to ORC Section 505.031; and

WHEREAS, Kimberly A. Lapensee is, by reason of training and experience, capable of acting as the Township Administrator who shall be the administrative head of the township under the direction and supervision of the Board and who shall hold office at the pleasure of the Board and shall perform the duties outlined in ORC Section 505.032; and

WHEREAS, the parties hereto acknowledge the valuable consideration recited herein in the exchange of mutual promises and covenants.

NOW THEREFORE, it is agreed by and between the Board and Township Administrator, as follows:

1. Township Administrator is hereby appointed pursuant to ORC Section 505.031 as the Township Administrator who shall serve in such capacity on a full-time basis for a period commencing January 19, 2019 through January 18, 2020.
2. Nothing herein shall prevent, limit or otherwise interfere with the rights of the Township to terminate Kimberly A. Lapensee's services at any time and for any reason.
3. Kimberly A. Lapensee's employment under this Agreement is at-will and may be terminated by either Kimberly A. Lapensee or by the Township, with or without cause as provided herein:
 - a. Disability. If, as a result of incapacity due to physical or mental illness or injury, Kimberly A. Lapensee shall have been absent from full-time duties hereunder for ninety (90) consecutive calendar days or ninety (90) calendar days in any twelve (12) month period, as long as Kimberly A.

Lapensee has exhausted all leaves of absence to which entitled under the Family and Medical Leave Act, the Township may terminate Kimberly A. Lapensee's employment by giving written notice of termination.

- b. Good Cause. The Township may terminate Kimberly A. Lapensee's employment for "good cause", which shall be: (i) material breach of this Agreement, (ii) negligence in the performance or non-performance of any her duties, functions, or responsibilities hereunder, (iii) dishonesty or fraud with respect to the business, administration or operations of the Township, (iv) conviction of a felony, (v) chronic alcohol abuse or illegal drug use, (vi) material insubordination, or (vii) other similar actions, performance or behavior by Kimberly A. Lapensee.
 - c. Without Cause. At any time, the Township may terminate Kimberly A. Lapensee's employment and this Agreement for any reason or for no reason by giving thirty (30) days written notice in the form of a duly adopted resolution of termination. In the event of such without cause termination, the Township shall pay Kimberly A. Lapensee three (3) month's severance including salary and benefits.
 - d. Resignation or Retirement. Kimberly A. Lapensee may resign or retire from employment with the Township at any time, but only after giving the Township at least thirty (30) days prior written notice.
4. Kimberly A. Lapensee's annual salary shall be **\$110,011.20 (\$52.89 per hour)**, payable on a regular basis in accordance with the Township's payroll procedures and subject to all appropriate federal, state, and other applicable withholdings. Kimberly A. Lapensee will eligible for increases authorized by the Board of Trustees.
 5. Kimberly A. Lapensee shall receive all fringe benefits received by other Symmes Township employees (e.g. insurance, paid holidays, sick pay, longevity, etc.) unless specifically modified herein.
 6. The current Health Reimbursement Account ("HRA") contribution received by Symmes Township employee on a family health plan is \$4,000 per year.
 7. Currently, Symmes employees do not contribute to the cost of their health insurance premiums and receive full family coverage.
 8. For use of a personal cell phone for township business, Symmes employees receive reimbursements for cellular telephone expenses at a rate of \$175.00 per quarter.
 9. Kimberly A. Lapensee shall be entitled to receive five (5) weeks of vacation each year or agreement period on the anniversary date of this agreement. No more than two (2) weeks of vacation time can be

carried over from one calendar year to the next. The Board President shall be notified of intended vacation days as far in advance as practical.

10. Kimberly A. Lapensee's existing sick time that was accrued from other government entities shall be transferred to Symmes Township with the understanding that said sick time shall not be used in calculating the cash payment of unused sick time upon retirement.
11. Symmes Township shall pay up to \$1,000.00 total per calendar year for professional memberships as they become due. Symmes shall also pay, upon prior approval of the Board, for training necessary to maintain good standing in these professional associations (e.g. continuing credits, etc.). Training shall be directed at areas of benefit to Symmes, such as personnel, community development, etc.).
12. A motor vehicle will be furnished for use in performing Township Administrator duties for Symmes. It is expected that the vehicle will be used to and from work so that it may be available for transportation in inclement weather and emergencies. Kimberly A. Lapensee may use the vehicle for minimal personal use. Kimberly A. Lapensee shall report personal mileage at the end of the year for addition to her taxable income. Symmes shall be responsible for paying gasoline, comprehensive insurance for the vehicle, as well as for the purchase, maintenance, repair, and replacement of the vehicle.
13. Kimberly A. Lapensee shall perform all the functions and duties specified in the Ohio Revised Code Section 505.032 and as outlined in the Symmes Township Job Description considered part of the Agreement. Kimberly A. Lapensee shall perform the duties of Zoning Inspector as set forth in the Ohio Revised Code. The Township Trustees may modify the job description from time to time during the life of the Agreement. The Board of Trustees may assign to the Administrator any additional office, position or duties under its control; such office, position, and duties shall be performed under the direction and supervision of the Board and shall be in addition to those set forth in this Agreement.
14. There are no understandings or arrangements between the Board and the Township Administrator except those contained in this Agreement.
15. This Employment Agreement may be amended by mutual written consent of the parties hereto.

IN WITNESS WHEREOF, the President of the Board and Township Administrator hereunto subscribe their names this 5th day of February, 2019.

Philip J. Beck, President, Board of Trustees

Kimberly A. Lapensee, Township Administrator