

**RESOLUTION 15-2022**

**A RESOLUTION EMPLOYING JEFFREY L. WHITE AS THE VILLAGE ADMINISTRATOR FOR THE VILLAGE OF MARBLEHEAD, OHIO ABOLISHING THE BOARD OF PUBLIC AFFAIRS AND THE STREET COMMISSIONER AND DECLARING AN EMERGENCY**

**WHEREAS,** The Village of Marblehead has recently created the position of Village Administrator; and

**WHEREAS,** The Village of Marblehead desires to employ Jeffrey L. White as the Village Administrator; and

**WHEREAS,** The Village and Jeffrey L. White desire to provide for certain procedures, benefits, and requirements regarding employment via a contract; and

**WHEREAS,** The Village, by and through the Council, and Jeffrey L. White have agreed upon the terms of the contract for employment; and

**WHEREAS,** a copy of the contract is attached to this Resolution as "Exhibit A" and incorporated in its entirety; and

**WHEREAS,** the Council has determined that it is in the best interest of the Village to enter into this contract and desires to give the mayor the authority to enter into the contract for employment; and

**WHEREAS,** the Mayor and Council desire to waive the residency requirement as set forth in Ohio Revised Code Section 735.271; and

**WHEREAS,** bonding must be established for the Village Administrator.

**NOW, THEREFORE,** be it resolved by the Council of the Village of Marblehead, County of Ottawa, State of Ohio; a majority of the members concurring that:

**Section 1.** The contract for employment with Jeffrey L. White for the position of Village Administrator is approved and authorization of the same is hereby granted.

**Section 2.** The Mayor is hereby authorized and instructed to execute the contract marked "Exhibit A" on behalf of the Village.

**Section 3.** Council has determined that the Village Administrator need not be a resident of the Village of Marblehead and hereby waives the residency requirement of Ohio Revised Code Section 735.271.

**Section 4.** Council hereby establishes a bond for the Village Administrator in the amount of ten thousand dollars (\$10,000.00) through a bonding or surety company authorized to do business in the State of Ohio. The bond shall be conditioned upon the faithful performance of such official duties of the Village Administrator.

**Section 5.** In accordance with Ohio Revised Code §735.272, the Board of Public Affairs is abolished on October 9, 2022, the date the Village Administrator's appointment commences.

**Section 6.** In accordance with Ohio Revised Code §735.30, the position of Street Commissioner is abolished on October 9, 2022, the date the Village Administrator's appointment commences.

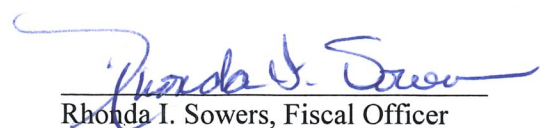
**Section 7.** It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution, were conducted in an open meeting of this Council, and that all deliberations of this Council and any of the decision-making bodies of the Village of Marblehead which resulted in such formal actions were in meetings open to the public in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

**Section 8.** This Council hereby finds and determines that an emergency exists affecting the public peace, health, safety, and welfare of the residents of the Village of Marblehead, such emergency arising out of the necessity to complete the hiring process of the Village Administrator in a timely manner, and by reason thereof Council has determined that this legislation shall take effect immediately upon its adoption.

Approved: Sept. 28, 2022

  
Jacqueline A. Bird, Mayor

Attest:

  
Rhonda I. Sowers, Fiscal Officer

Dated: September 28, 2022

## Exhibit A

### EMPLOYMENT AGREEMENT

This Agreement is made and entered into this 28 day of September, 2022, between the VILLAGE OF MARBLEHEAD, hereinafter referred to as "Village" or "Employer" and JEFFREY L. WHITE, hereinafter referred to as "Employee" or "Administrator", pursuant to these terms and conditions:

**WHEREAS**, the legislative authority of the Village has prior hereto established the position of Village Administrator; and

**WHEREAS**, the Village desires to employ Jeffrey L. White, the Employee, as Village Administrator of the Village of Marblehead;

**NOW, THEREFORE**, the Village and the Employee agree to the following:

1. **Duties.** Village agrees to employ Jeffrey L. White as the Village Administrator of the Village of Marblehead and said Employee agrees to perform all duties specified and outlined by the Ohio Revised Code, specifically including Sections 735.273 and 731.141, the Ordinances of the Village, other applicable laws and to perform such other duties as may be assigned by the Mayor or Village Council from time to time.

2. **Term.** Employee shall serve at the pleasure of the Mayor and Council for the Village of Marblehead. This Agreement shall commence on October 9, 2022. Village and Employee recognize and acknowledge that Employee serves at the pleasure of the Mayor and Village Council, therefore should the Mayor and/or Village Council desire to terminate the employment relationship with Employee, at any time, for any reason, it shall be conducted pursuant to Ohio Revised Code §735.271.

3. **Compensation.** Within the range set by Ordinance No. 13-2022, Employer agrees to pay Employee an annual salary of ninety-two thousand (\$92,000.00) payable in equal bi-weekly installments. This Agreement shall be automatically amended to reflect any salary increases provided by the Employer through future wage ordinances. Employee shall be subject to withholding for federal, state, and local taxes, and other such taxes and charges including pension contributions as required by applicable laws, rules, or regulations. The Village Administrator shall be exempt from the overtime provisions of the Fair Labor Standards Act under the Executive Exemption.



4. **Hours of Work.** The Administrator's work hours and/or combination of leave time used shall total no less than forty (40) hours per week. Employer recognizes that Employee will devote time outside normal office hours on business for the Employer. Employee shall be allowed to establish an appropriate work schedule and to work remotely as appropriate to faithfully perform his assigned duties and responsibilities. Employee shall turn in bi-weekly time sheets that adequately and accurately reflect time worked and describe tasks performed.

5. **Health, Disability and Life Insurance Benefits.** Employee shall be eligible for insurance plans such as medical, dental, vision, life and workers' compensation. Coverage shall be the same as that provided to other full-time village employees.

6. **Retirement and Deferred Compensation.** Employee shall pay his portion of the Ohio Public Employee Retirement System (OPERS) contribution through payroll withholding. Employer shall be responsible for paying its portion of the OPERS contribution. Employee may, at his option, designate a portion of his salary to be paid to the Ohio Deferred Compensation Plan.

7. **Sick Leave.** The accrual and usage of sick leave shall be in accordance with the Village of Marblehead Personnel Policies and Procedures. Upon the Employee's retirement in accordance with service requirements of the Public Employees Retirement System, the value of up to 120 hours of accrued but unused sick leave shall be paid to the Employee at his then-current rate of pay, or, at the Employee's option, the balance of accrued but unused sick leave may be transferred to a subsequent employer.

8. **Vacation Leave.** Effective with the first day of employment, Employee shall be credited a lump sum of 80 hours vacation leave and will begin to accrue additional vacation leave at a rate of 7.7 hours per pay period. Employee is immediately eligible to use vacation hours. Employee shall be permitted a maximum accrual of 240 hours, in accordance with the Village of Marblehead Personnel Policies and Procedures. Employee is entitled to compensation at his current rate of pay for the pro-rated portion of any earned but unused vacation leave to his credit at time of separation.

9. **Holidays.** Employee shall receive all paid holidays to which all other Village employees are entitled, in accordance with the Village of Marblehead Personnel Policies and Procedures.

10. **Bonding.** Employer shall bear the full cost of any fidelity or other bonds.

11. **Dues and Subscriptions.** The Village agrees to budget and pay the professional dues and subscriptions of Employee it deems necessary for his participation in national, regional, state and local organizations which are desirable for his professional participation, growth and advancement, and for the good of the Village.

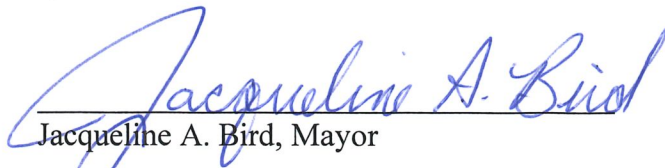
12. **Waiver of Residency Requirement.** The Village agrees to waive the requirement of the Employee residing within the Village of Marblehead.

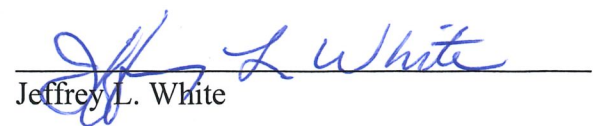
13. **Prior Agreements.** Any other contract or agreement between the parties, whether written or oral, is hereby cancelled and superseded by this written Agreement. This Agreement can only be modified in writing and acknowledged by both parties.

14. **Precedence.** Unless otherwise specified in this Agreement, the Employee shall be subject to all personnel policies and procedures of the Village. In the case of a conflict, the terms and conditions of this Agreement shall prevail over any conflicting Village policies and procedures.

VILLAGE OF MARBLEHEAD:

EMPLOYEE:

  
\_\_\_\_\_  
Jacqueline A. Bird, Mayor

  
\_\_\_\_\_  
Jeffrey L. White