

# RECORD OF RESOLUTIONS

Resolution No.2018-17R

Passed

August 21

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**A RESOLUTION CONCURRING IN THE MAYOR'S  
CONTINUED APPOINTMENT OF FRANK WISEMAN AS  
THE PICKERINGTON CITY MANAGER AND  
AUTHORIZING THE MAYOR TO EXECUTE AN  
EMPLOYMENT AGREEMENT FOR A TERM OF TWO  
YEARS**

**WHEREAS**, the Mayor proposes the attached agreement for Council's consideration of the employment of City Manager Frank Wiseman;

**WHEREAS**, Council finds it is in the best interest of the City to approve the execution of this agreement.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE  
CITY OF PICKERINGTON, FAIRFIELD-FRANKLIN COUNTIES,  
OHIO, A MAJORITY OF ITS MEMBERS CONCURRING:**

**Section 1:** The Pickerington City Council hereby concurs in the Mayor's appointment of Frank Wiseman as Pickerington City Manager and authorizes the Mayor to execute the attached Employment Agreement for his services as City Manager for a term of two (2) years,

**Section 2:** This Resolution shall take effect and be in force from the earliest date permitted by law.

APPROVED BY: \_\_\_\_\_

  
Lee M. Gray, Mayor

DATE OF APPROVAL: \_\_\_\_\_

August 21, 2018


EFFECTIVE DATE: \_\_\_\_\_

August 21, 2018

ATTEST: \_\_\_\_\_

  
Heather Moore, City Clerk

APPROVED AS TO FORM AND  
LEGALITY OF PURPOSE: \_\_\_\_\_

  
Philip K. Hartmann, Law Director

**CITY MANAGER  
EMPLOYMENT AGREEMENT**

CITY MANAGER EMPLOYMENT AGREEMENT ("Agreement"), is made and entered into this 21 day of August 2018, by and between the CITY OF PICKERINGTON, Ohio, an Ohio municipal corporation, ("Employer or City") and FRANK WISEMAN.

**WITNESSETH**

**WHEREAS**, Section 4.01 of the City Charter provides the Mayor, with the concurrence of Council, shall appoint a City Manager;

**WHEREAS**, it is the desire of the Mayor, with concurrence of City Council, to enter into an employment agreement with Frank Wiseman as City Manager ("City Manager") as stated herein; and

**WHEREAS**, City Manager desires to accept the appointment as City Manager of Pickerington, Ohio pursuant to the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, the Parties agree as follows:

**Section 1. Powers and Duties of the City Manager.**

A. The City hereby agrees to employ Frank Wiseman as the City Manager of the City of Pickerington pursuant to Charter Section 4.05 to perform the functions and duties specified in the Charter and City Ordinances, and to perform such other legally required or permissible and proper duties and functions as the Mayor or City Council shall from time to time assign, subject to this Agreement.

**Section 2: Term**

A. The term of employment of this Agreement shall start on the earliest day permitted by law but no later than October 3<sup>rd</sup>, 2018 and continue for two (2) years and automatically terminate thereafter.

B. The City Manager agrees to remain in the exclusive employment of the City, while employed by the City. The term "exclusive" however, shall not be construed to include occasional teaching, writing, speaking or consulting performed on his time off, even if outside compensation is provided for such services. Said activities are expressly allowed, provided that in no case is any activity allowed which would present a conflict of interest with the City. *De minimus* use of City equipment for such purposes is hereby authorized.



### **Section 3. Termination and Severance Pay.**

**A.** This Agreement shall terminate upon any of the following:

1. Resignation by City Manager in accordance with Section 2(D); or
2. Retirement or death of the City Manager; or
3. Termination of City Manager's Employment for "cause" (as defined in Subsection B below) in accord with Charter Section 4.06; or
4. Termination of City Manager's Employment without "cause" (as defined and set forth in Section C below) in accord with Charter Section 4.06; or
5. Expiration of the term of this Agreement.

**B.** For purposes of this Agreement the term "cause" is defined as any conviction of a felony or crime involving dishonesty, or moral turpitude.

**C.** Without "cause" shall be defined to include (among other situations) if the Mayor fails to extend/reappoint or Council fails to concur with the Mayor's extension/reappointment. If the termination event specified above in Section 3(A)(4), without "cause" occurs, the City shall be responsible for the following severance to the City Manager:

Severance is defined as follows:

1. A lump sum cash payment equal to two (2) months aggregate compensation (base salary);
2. Compensation for all unused and earned sick leave, vacation, holidays, and other accrued and unused benefits to date, calculated at the rate of pay in effect upon termination;
3. All health, prescription drug, dental and vision insurance and all other City provided benefits shall continue in full force and coverage, at City expense, for a period of two (2) months, or until similar coverage is provided to Employee by a subsequent employer (and is in full force and effect) whichever comes first. Continuation of group health insurance coverage shall be in addition to any protection afforded Employee by the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). Coverage under COBRA shall begin on the date all coverage extended under the severance provisions herein expires.

The total Severance Amount must be paid and payable in a lump sum within thirty (30) days and there shall be no limitations on the City making all deductions and withholdings required by law. Contemporaneously with the delivery of the severance pay set forth in this Agreement, the City Manager shall execute and deliver to the Mayor a release, releasing the City of all claims that the City Manager may have against the City.

### **Section 4. Salary.**

**A.** *Base Pay.* The City agrees to pay the City Manager for his services rendered pursuant hereto as Acting City Manager a yearly base salary of Thousand Dollars (\$ 120,000), payable as

determined by the City either in installments at the same time as other employees of the City are paid or monthly.

**B. Raises.** The City agrees to increase the City Manager's base pay at the same rate and time as other non-union employees.

#### **Section 5. Retirement Benefits.**

The City Manager shall be covered and governed by the Ohio Public Employees Retirement System, with the City contributing its required percentage of base salary. Calculations for retirement contributions shall include all compensation normally reportable to PERS, including deferred compensation if applicable.

#### **Section 6. Insurance Coverages.**

**A.** The City Manager shall be covered by the same health, prescription drug, dental and vision plans, including the Family Medical Leave Act and worker's compensation benefits, as all other employees.

**B.** The City agrees to purchase and pay the required premiums for a group term life insurance policy, providing coverage equal in amount to One Hundred Fifty Thousand Dollars (\$150,000), with the beneficiary to be designated by the City Manager.

#### **Section 7. Automobile.**

The City shall provide a car allowance of Five Hundred Dollars (\$500) per month to the City Manager, a taxable amount paid in conjunction with the regular payroll. The City Manager shall be responsible for fuel, maintenance and automobile insurance.

#### **Section 8. Mobile Smart Phone.**

The City shall provide a mobile smart phone allowance of one hundred twenty dollars (\$120) monthly to the City Manager for a new smart phone and the business use of the same.

#### **Section 9. Other Benefits.**

**A.** All provisions of the Charter and rules and regulations of Employer relating to fringe benefits and working conditions as they now exist or hereafter may be amended, shall apply to the City Manager as they would to all other City employees, in addition to said benefits enumerated specifically for the benefit of the City Manager in this Agreement. All benefits which vary according to tenure shall be calculated and granted in accordance with City provisions using an equivalent original employment date of June 4, 2018.

**B.** The Acting City Manager shall be entitled to a yearly accrual of two hundred (200) vacation hours and begin this Agreement with eighty (80) accrued vacation hours.



C. The Acting City Manager shall accrue sick leave at the same rate of accrual as that of other City employees and begin this Agreement with forty (40) accrued sick leave hours.

D. The Acting City Manager shall be entitled to the same schedule of personal, holiday and funeral leave as are all employees of the City.

#### **Section 10. Hours of Work.**

The City Manager acknowledges the proper performance of the City Manager's duties require the City Manager to generally observe normal business hours and will also often require the performance of necessary services outside of normal business hours. The City Manager agrees to devote such additional time as is necessary for the full and proper performance of the City Manager's duties and that the compensation herein provided includes compensation for the performance of all such services. However, the City intends that reasonable time off be permitted the City Manager, such as is customary for exempt employees so long as the time off does not interfere with the normal conduct of the office of the City Manager. The City Manager will devote full time and effort to the performance of the City Manager's duties. All of this shall be in accordance with the City's Code of Personnel Practices and Procedures.

#### **Section 11. General Expenses.**

A. The City shall bear the full cost of any fidelity or other bonds required of the City Manager under any law or ordinance.

B. The City agrees to pay or reimburse all other reasonable job-related expenses up to the maximum provided for in the annual City operating budget and subject to the requirement that all such claims for payment or reimbursement be submitted on forms and/or in a manner subject to the review and approval of the Finance Director.

#### **Section 12. Professional Development.**

The City agrees to budget for and to pay the professional dues, subscriptions, and travel and subsistence expenses of the City Manager for professional participation and travel, meetings and occasions adequate to continue his professional development. Said participation on City time shall include, but not be limited to the International City Manager Association, Ohio City/County Management Association, the City Manager's section of the Ohio Municipal League and such other national, regional, state and local governmental groups and committees thereof which the City deems appropriate. The City agrees to reimburse the City's expense of other memberships, registration, travel, meals or lodging in association with business related conferences, education or other meetings, according to approved accounts in each annual budget.

The City Manager shall receive preapproval of any travel outside the State of Ohio from the Mayor.

**Section 13. Indemnification.**


The City shall defend, indemnify and hold the City Manager harmless to the extent permitted by law 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 City Manager's performance of the duties as City Manager. The City 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 indemnification shall extend beyond City Manager's the expiration of this Agreement, to provide full and complete protection to City Manager by the City, as described herein, for any acts undertaken or committed in his capacity as City 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 City Manager's employment with the City.

**Section 14. General Provisions.**

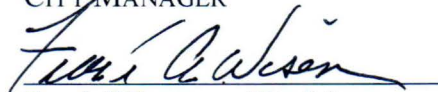
- A. The text herein shall constitute the entire Agreement between the Parties.
- B. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.

**IN WITNESS WHEREOF**, the City of Pickerington has caused this Agreement to be signed and executed in its behalf by its Mayor and approved as to form and legality by its Law Director, and the City Manager has signed and executed this Agreement, the day and year first written above.

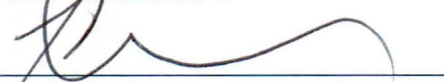
CITY OF PICKERINGTON, OHIO

By:   
Lee A. Gray, Mayor

CITY MANAGER

  
Frank Wiseman, City Manager

APPROVED AS TO FORM  
AND LEGALITY

  
Philip K. Hartmann, Law Director