

CITY OF VANDALIA
MONTGOMERY COUNTY, OHIO
ORDINANCE NO 11-23

**AN ORDINANCE AMENDING THE EMPLOYMENT CONTRACT
WITH THE CITY MANAGER, AUTHORIZING A LUMP SUM BONUS
AND DECLARING AN EMERGENCY**

WHEREAS, by Ordinance 11-01, passed the 18th day of January, 2011, Council approved an Employment Agreement with Robert L. Anderson, II to serve as the Vandalia city manager; and

WHEREAS, it is determined by the Council of the City of Vandalia that an amendment to the Employment Agreement would be in the best interest of the citizens of Vandalia.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF VANDALIA, MONTGOMERY COUNTY, OHIO THAT:

Section 1. The Employment Agreement for the city manager is hereby amended effective with the passage of this ordinance to provide that upon a termination without cause by the City, the City shall provide Anderson with a lump sum cash payment equivalent to six (6) months of the city manager's then applicable base salary.

Section 2. H. David Brusman, Jr., as vice-mayor of the City of Vandalia, is hereby authorized to execute an amendment to the employment agreement with Robert L. Anderson, II on behalf of the City of Vandalia consistent with this ordinance.

Section 3. Council further authorizes a cash lump bonus to the city manager for the year end 2011 in the amount of \$3,000.00 to be paid on the next scheduled pay period.

Section 4. This ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, welfare and safety of the City, and for the further reason that Council desires the above amendment and bonus to take effect at the earliest time provide by law; wherefore, this ordinance shall be in full force and effect immediately upon its passage.

APPROVED:

H. David Brusman, Jr.
Vice-Mayor

ATTEST:

Robert L. Anderson
Clerk of Council

FIRST AMENDMENT TO EMPLOYMENT AGREEMENT

THIS FIRST AMENDMENT TO EMPLOYMENT AGREEMENT is made this 19th day of December, 2011.

WHEREAS, by Ordinance 11-01 Vandalia City Council approved an Employment Agreement with the Robert L Anderson, II (the "Employment Agreement"); and

WHEREAS, by Ordinance 11-23 Vandalia City Council authorized this amendment to the Employment Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City of Vandalia and Robert L. Anderson, II agree as follows:

1. The Section 6, "Removal and Termination" of the Employment Agreement is hereby amended to read as follows:

Section 6: Removal and Termination

This Agreement shall be effective from February 1, 2011 through January 31, 2014 (the "Initial Term"). The City has the option to renew this Agreement for an additional two (2) year term commencing February 1, 2014 and expiring January 31, 2016 (the "Renewal Term") upon the same terms and conditions as contained in this Agreement (as may be amended from time to time). The City shall exercise its option to renew, if at all, by taking council action pursuant to section 4.5 of the Charter at least 45 days prior to the expiration of the Initial Term.

The City may remove Anderson at any time for cause pursuant to Section 5-5 of the Charter of the City of Vandalia. The words "for cause" as used in that Section contemplates some misfeasance or nonfeasance on behalf of Anderson.

The City may terminate Anderson as city manager "without cause" (without a showing of misfeasance or nonfeasance on behalf of Anderson) upon the affirmative vote of at least five (5) members of Council. Upon termination without cause, the City shall pay Anderson in addition to any unpaid balance of salary, a lump sum cash payment equivalent to six (6) months of the then applicable base salary if the termination occurs during the Initial Term. If the termination without cause occurs during the Renewal Term, the lump sum payment shall be a cash payment equivalent to six (6) months of the then applicable base salary. The lump sum payment provided in this section for termination without cause is considered inclusive of the two months salary payment required under Charter section 5.5 for termination of a city manager and not in addition to that two months payment.

Should Anderson choose to terminate his employment with the City; he shall provide the City with thirty (30) days written notice.

2. All other provisions of the Employment Agreement not amended herein shall remain in full force and effect. In the event of a conflict between the Employment Agreement and this First Amendment to Employment Agreement, the provisions of this First Amendment shall prevail.

IN WITNESS WHEREOF, the parties have executed this Agreement at Vandalia, Ohio on the 19th day of December, 2011.

Witnesses:

CITY OF VANDALIA

BY: _____

H. DAVID BRUSMAN, JR.
VICE-MAYOR

ROBERT L. ANDERSON II