

RECORD OF RESOLUTIONS

Resolution No. 38-2023

Passed: October 24, 2023

A RESOLUTION APPOINTING AMBER HOLLOWAY AS CITY MANAGER PURSUANT TO SECTION 6.01 OF THE CHARTER OF THE CITY OF WEST CARROLLTON.

WHEREAS, the retirement of Bradley J. Townsend has resulted in the need for the City Council for the City of West Carrollton to appoint a new City Manager; and

WHEREAS, the City Council has conducted an exhaustive search for a new City Manager, resulting in the selection of Amber Holloway as the preferred candidate; and

WHEREAS, the City Council desires to appoint Amber Holloway as the City's new City Manager; and,

WHEREAS, Amber Holloway and the City Council have agreed to specific terms and conditions for her appointment.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WEST CARROLLTON, STATE OF OHIO, TWO-THIRDS OF THE ELECTED MEMBERS CONCURRING, THAT:

Section 1: Amber Holloway is hereby appointed as the City Manager of West Carrollton pursuant to Section 6.01 of the Charter of the City of West Carrollton, effective December 17, 2023, and pursuant to the terms and conditions contained in exhibit A, which is attached hereto and incorporated herein as if fully rewritten.

Section 2: The Mayor is authorized to enter into the agreement attached as exhibit A on behalf of the Council for the City of West Carrollton.

Passed: October 24, 2023



Mayor

Attest: Gracy Moore
Clerk of Council

Effective Date: October 24, 2023

EMPLOYMENT AGREEMENT

This agreement made and entered into this 24 day of October, 2023 by and between the City of West Carrollton, Ohio, hereinafter referred to as "CITY" and Amber Holloway.

WITNESSETH:

WHEREAS, the City desires to employ the services of Amber Holloway as City Manager of the City of West Carrollton on the terms and conditions herein specified and as provided by the Charter of the City of West Carrollton; and

WHEREAS, Amber Holloway desires to perform said services on the conditions herein set forth; and

WHEREAS, the parties wish, by this Agreement to set forth the specific terms and conditions as follows:

1. General

The CITY hereby agrees to pay Amber Holloway, and she agrees to perform the functions and duties of City Manager according to the Charter of the City of West Carrollton effective December 17, 2023.

2. Compensation

CITY agrees to pay Amber Holloway an annual base salary of \$5,384.62 bi-weekly, effective for the fiscal year 2024 and payable in installments at the same time other employees of the CITY are paid, as compensation for rendering the above-mentioned services, and such other compensation and benefit increases thereafter as the City Council, from time-to-time, may determine. It is understood that the City Manager is appointed by the City Council for an indefinite time and may be removed by a majority vote of its members, and subject to the conditions of this agreement and the City Charter.

CITY agrees to increase said base salary by the same percentage amount, and at the same time, as all other non-union employees of the City beginning in fiscal year 2025 during the term of this agreement. CITY further agrees to consider awarding Employee annual performance bonus, based on the results of the annual performance evaluation outlined in Section 9 herein and if financially feasible according to budget condition.

If Amber Holloway desires to voluntarily resign her position, she agrees to give the City Council at least sixty (60) days advance written notice of such resignation.

A. The City Manager shall receive a car allowance payment equal to \$500 per month, continuing thereafter for the continuous length of this employment with the City; subject to adjustment as from time to time determined by the City Council. It is understood that said

compensation shall be added to the annual base salary above for purposes of pension withholding.

B. The City Manager shall receive a cell phone allowance payment equal to \$100.00 per month, continuing thereafter for the continuous length of this employment with the City; subject to adjustment as from time to time determined by the City Council. It is understood that said compensation shall be added to the annual base salary above for purposes of pension withholding.

C. CITY agrees to pay travel and subsistence expenses of Amber Holloway for professional and official travel, meetings, and occasions adequate to continue the professional development of Amber Holloway and to represent the CITY, including, but not limited to, the Annual Conference of the International City/County Management Association, at the annual Ohio Municipal League conference, the annually scheduled Ohio City/County Managers Association, and other national, regional, state, and local government groups and committees thereof which Amber Holloway serves as a member. Such expenditures shall be subject to appropriation by Council.

3. Deferred Compensation

CITY will make all necessary arrangements for the employee to participate in a 457 plan of her choosing that is offered by CITY. CITY agrees to match annually Amber Holloway's contributions to said 457 plan to a maximum of 1% of base salary or as allowed by law.

4. Vacation

Amber Holloway's time of service for vacation calculation shall include all prior municipal service. In all other respects, she shall receive annual vacation leave in accordance with the CITY's existing policies relative to unclassified employees' vacations. Amber Holloway will be credited for 10 days on January 1, 2024.

If Amber Holloway resigns, all unused vacation carried forward from her previous anniversary date shall be paid to her on her final paycheck.

If Amber Holloway is terminated for cause, all unused vacation benefits carried forward from her previous anniversary date will be forfeited.

5. Sick Leave

During Amber Holloway's tenure with the CITY she will accrue sick leave in accordance with the policy for all other City employees. She shall carry over up to 720 hours from her prior municipal service.

6. Termination

In the event of termination without cause the CITY agrees that the "preliminary resolution" provided for and required by the City Charter shall provide in pertinent part for a suspension of at least 120 days so that in the event of the termination not for cause Amber Holloway receives 120 days of pay in addition to the two months of pay required by the City Charter for the months following removal. Pay received pursuant to this paragraph shall be reduced by any other severance payment received as a result of this paragraph 6 of this Employment Agreement, and shall terminate in the event that Amber Holloway accepts other employment with equal pay and benefits, or shall be off-set by any employment with pay less than stated herein.

In the event Amber Holloway is terminated as a result of misconduct involving moral turpitude, CITY shall have no obligation to pay the aggregate severance sum in this paragraph.

Except for a qualified leave of absence under the Family Medical Leave Act, If Amber Holloway is permanently disabled or otherwise with reasonable accommodation unable to perform her duties because of sickness, accident, injury, mental incapacity, or ill health for a period of thirty (30) calendar days, CITY shall have the option to terminate this agreement as specified above. The termination under this Section, at the discretion of Council, can be immediate after the expiration of thirty (30) calendar days.

7. Indemnification

CITY shall defend, save harmless, and indemnify Amber Holloway against any tort, professional liability claim or demand, other legal action whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Amber Holloway's duties as City Manager. The City shall be obligate to the extent as permitted by law so long as the act or omission of Amber Holloway is in connection with a governmental or proprietary function; while Amber Holloway was acting both in good faith and not manifestly outside the scope of her employment or her official responsibilities; and therefore, shall hold harmless Amber Holloway in the amount of any judgment, other than, punitive or exemplary damages.

8. Other Terms and Conditions of Employment

A. In addition to the specific provisions covered in this agreement, the City Manager shall be entitled to all other employment benefits provided regular CITY employees. This section refers to, but is not limited to, such other things as holidays, personal leave, and group health care coverage. CITY agrees to provide hospitalization and comprehensive medical insurance for Amber Holloway and her dependents, and pay the premiums thereon equal to that provided to other employees of the City.

B. CITY agrees to purchase and to pay the premiums on a term life insurance policy equal to one times base salary with a double indemnity provision for accidental death or dismemberment. Employee shall have the right to designate the beneficiary of said policy.

C. The CITY, in consultation with Amber Holloway, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with the terms and conditions of this agreement, the City Charter, or any other law.

9. Performance Evaluation

A. The Council shall review and evaluate the performance of the City Manager, on an annual basis, which will occur within 30 days of her anniversary of hire. Said review and evaluation shall be in accordance with specific criteria developed jointly by CITY, Council and Amber Holloway. Said criteria may be added to or deleted from as the CITY and City Manager agree from time to time. Further, the Mayor shall provide the Employee with a written summary of the findings of the Council and provide an adequate opportunity for Amber Holloway to discuss her evaluation with the Council.

B. Annually, the Council and Amber Holloway shall define such goals and performance objectives which are determined necessary for the proper operation of the City and in the attainment of Council's policy objectives and shall further establish a relative priority among those various goals and objectives; and objectives to be reduced to writing. They shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations approved.

C. In effecting the provisions of this Section, the Council and Amber Holloway mutually agree to abide by the provisions of applicable law.

10. General Provisions

A. The text herein shall constitute the entire agreement between the parties. Any changes to the Agreement must be made in writing.


B. This agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Amber Holloway.

C. If any provision, or any portion thereof, contained in this agreement is held unconstitutional, invalid or unenforceable, the remainder of the agreement or portion thereof, shall be deemed serviceable, shall not be affected and shall remain in full force and effect.

D. CITY shall not at any time during the term of this agreement reduce the salary, compensation or other financial benefits of Amber Holloways, except to the degree of such reduction for all other non-union employees of the City.

E. This agreement shall be subject to, and interpreted by, the laws of the State of Ohio.

IN WITNESS WHEREOF, the City of West Carrollton, Ohio has caused this agreement to be signed and executed on its behalf by its Mayor, and the City Manager has signed and executed this agreement, both in duplicate, the day and year first above written.


Amber Holloway


Jeff Salner, Mayor

I hereby certify that I have read and reviewed the foregoing contract and that the same is, in my opinion, valid and binding upon the parties and in compliance with the requirements of the West Carrollton City Charter.


Lori Denlinger, Law Director