

First Reading: March 18, 2025
Second Reading: dispensed

RESOLUTION 2025 - 030

A RESOLUTION AUTHORIZING EXECUTION OF AN EMPLOYMENT AGREEMENT FOR THE TOWNSHIP ROAD SUPERINTENDENT AND DISPENSING WITH THE SECOND READING

WHEREAS, the Board of Township Trustees is desirous of entering into an Employment Agreement with Steve Reutelshofer for the position of Township Road Superintendent of Sycamore Township.

NOW THEREFORE, BE IT RESOLVED by the Board of Township Trustees of Sycamore Township, State of Ohio:

SECTION 1. The Board hereby authorizes the execution of the Employment Agreement for the position of Township Road Superintendent which is attached hereto, incorporated herein and designated Exhibit A.

SECTION 2. The Board of Township Trustees of Sycamore Township, by at least two-third vote of all of its members, dispenses with any requirement that this Resolution be read on two separate days and authorizes its passage upon its first reading.

SECTION 3. That the Board finds and determines that all formal actions relative to the passage of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and of its committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 4. This Resolution shall take effect on the earliest date allowed by law.

VOTE RECORD:

Mr. Kellums Aye

Ms. Schwegmann Aye

Mr. Weidman Aye

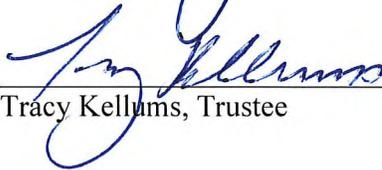
PASSED at a meeting of the Board of Township Trustees this 18th day of March 2025.



Tracy Schweigmann, Chairman



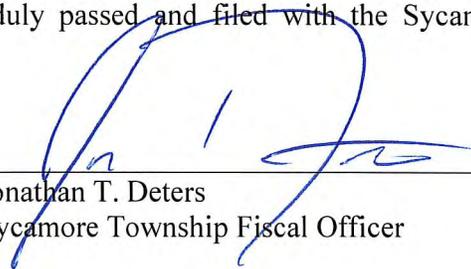
Tom Weidman, Vice Chairman



Tracy Kellums, Trustee

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Sycamore Township Fiscal Officer this 18th day of March 2025.



Jonathan T. Deters
Sycamore Township Fiscal Officer

APPROVED AS TO FORM:



Lawrence E. Barbieri, Law Director

EMPLOYMENT AGREEMENT

Section 1. Duties

The Board hereby employs the Employee as Road Superintendent of Sycamore Township to perform the functions and duties specified by the job description for the position, and to perform all other legally permissible and proper duties and functions as assigned by the Board and Administrator from time to time.

The Employee is generally expected to maintain office hours from 8:00am to 4:30pm, Monday through Friday. The Employee may vary the work hours at his discretion, but it is generally expected that the normal workweek shall be a minimum of 40 hours averaged during the calendar year. The Employee is considered an exempt employee, per the Federal Fair Labor Standards Act and is normally expected to attend all meetings of the Board of Trustees and other outside agencies as necessary.

Section 2. Term

The term of this agreement shall begin on April 1, 2025 and shall remain in effect until March 31, 2028 (the "Termination Date") unless sooner terminated pursuant to Section 3 of this Agreement. In the event the parties mutually desire to extend the employment relationship beyond March 31, 2028, they shall exercise reasonable efforts to discuss terms during the period beginning ninety (90) days prior to the Termination Date or at a date otherwise mutually agreed to by both parties (Employee shall be responsible for notifying the Board of this date within thirty (30) days prior thereto), and enter into a revised agreement consistent with such discussions. It is understood that any revised agreement shall be a simple renewal of the contract generally renewing the terms and compensation unless otherwise agreed to by both parties. Should there be no agreement between the parties to renew or enter into a new employment agreement on or before the Termination Date, then Employee's employment with the Township will end on the Termination Date and Employee shall be entitled to the severance compensation set forth in Section 3G. Such compensation as hereinafter defined shall commence on April 1, 2028.

It is further understood that the employee will be transitioning from a current full time at will employee as the Sycamore Township Road Superintendent to an at will employee with an employment agreement. All of the employees' accrued and unused vacation, sick and personal time available at the time of contractual employment shall be transferred over and available to the contracted employee upon execution of the contract.

Section 3. Termination and Severance Pay

- A. In the event Employee is terminated by the Board before the expiration of the term of this agreement without just cause, and during that time Employee is willing and able to perform his duties under this Agreement, the Board shall pay Employee's salary for six (6) months after the date of termination (the "Severance Period") and shall continue Employee's then current health insurance coverage for that same period. In the event Employer is not able to maintain Employee's health insurance coverage pursuant to the terms of the Township health

insurance plan, then Employer shall pay to Employee, for a period of six (6) months, the cost of health insurance premiums at a rate that will continue substantially similar health benefits for Employee and Employee's family, if applicable, as provided under the then current township health insurance plan. In addition, the Board shall pay the cash value of any accrued and unused vacation time, and shall further pay any accrued and unused sick time up to a maximum of 1,440 hours subject to the 3:1 handbook buyback rule (a maximum of 480 actual payable hours). All of the above shall hereinafter be referred to as the Severance Compensation. The parties agree that this Severance Compensation shall constitute Employee's sole and exclusive remedy for termination without just cause.

- B. In the event Employee is terminated by the Board before the expiration of the term of this agreement with just cause, the Board shall have no obligation to pay the Severance Compensation set forth in Section 3A or 3G.
- C. In the event the Board, at any time during the term of this Agreement, reduces the salary or other financial benefits of Employee in a greater percentage than an applicable across-the-board reduction for all employees of the Board, or in the event the Board refuses, following written notice, to comply with any other provision benefiting Employee herein, or Employee resigns following a written request by the Board that he resign, then, in that event, Employee may, at his option, be deemed to be "terminated without just cause" as of the date of such reduction, refusal to comply, or written request and Employee shall be entitled to the Severance Compensation as set forth in Section 3A as if he were terminated without cause. For the purposes of this paragraph, the Board's failure to grant Employee a raise equivalent to that given any or all other Township Employees shall not be deemed a "reduction" as provided herein.
- D. In the event Employee desires to voluntarily resign his position with the Board before the expiration of the above term of this employment, then Employee shall give the Board sixty (60) days' notice in advance, unless the parties agree otherwise in writing. In the event the Employee voluntarily resigns his position, he shall not be entitled to the severance pay provisions contained in Section 3A hereof, however the employee shall be entitled to compensation contained in Section 3G.
- E. For the purposes of Section 3. hereof, "just cause" shall mean the following:
 - (a) The Employee is convicted of a felony;
 - (b) The Employee has failed or neglected to carry out his duties hereunder in any material and significant respect, or has been guilty of misfeasance, malfeasance, or nonfeasance in office for a period of thirty (30) days after written notice to him from the Board specifying the nature of such failure, neglect, misfeasance, malfeasance, or nonfeasance in office, unless such misfeasance, malfeasance, or nonfeasance is so egregious or of such a nature that it is of a criminal nature or it cannot be corrected.
- F. If the Employee is permanently disabled or is otherwise unable to perform his duties

because of sickness, accident, injury, mental incapacity or health for a period of eight successive weeks beyond any accrued sick leave and vacation time, the Board shall have the option to terminate this Agreement, and Employee shall not be entitled to receive the Severance Compensation set forth under Paragraph 3A above.

- G. The Board shall pay the cash value of any accrued and unused vacation time and shall further pay any accrued and unused sick time up to a maximum of 1,440 hours subject to the 3:1 handbook buyback rule (a maximum of 480 actual payable hours).

Section 4. Compensation

Beginning April 1, 2025, the Board agrees to pay Employee for his services rendered pursuant hereto at an annual rate of \$105,000.00 payable on a bi-weekly basis at the same time as other employees of the Board are paid. Said compensation shall be increased to the sum of \$108,150.00 per annum effective January 1, 2026, and increased to the sum of \$111,394.50 per annum effective January 1, 2027. In all cases, the effective date of the increase shall fall on the first pay date of the corresponding year consistent with other employees should the pay date occur in the year prior. Thereafter, compensation shall be reviewed as part of the contract negotiations set forth in Section 2. While it is recognized that the Employee must devote considerable time outside the normal working hours to the business of the Board, no additional compensation will be granted to the Employee for such additional time. The salary shall be subject to required state and federal withholdings, and such additional holdings as may from time to time be requested in writing by the Road Superintendent.

The Employee at his option will be provided with a Township vehicle to be supplied by the Board including any necessary fuel, maintenance, and insurance expenses.

During the Term, the Board may pay for such dues, subscriptions, tuition, seminar and convention fees, and related travel, lodging and meals as the Board determines are reasonably necessary and desirable to preserve and enhance Employee's professional knowledge and skills as such. Employee shall provide the Board prior written requests for such payment, setting forth the justification therefore.

Section 5. Benefits

The Employee shall be entitled to such other benefits as the Board provides to other 20 year employees of the Board including health insurance, dental insurance, vision insurance, life insurance, PERS, personal time, and sick leave, as provided in the Sycamore Township Employee Personnel Manual except for vacation time. The employee shall be entitled to 7 (seven) weeks of paid vacation time per year. The seven weeks shall be added to the employee's available time upon the execution of the contract and then at every subsequent anniversary date. Accumulated, unused vacation and sick leave will be subject to the policies adopted by the Board for all nonunion township employees. In addition to the benefits set out in this paragraph, Employee shall be entitled to additional benefits set out below:

The Employee shall be reimbursed for the monthly service of a cell phone at a rate established

for other employees per month and as amended from time to time.

Section 6. Indemnification

The Board shall defend, save harmless and indemnify the Township Road Superintendent against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of his-duties as such, and will compromise and settle any such claim or action and pay or cause to be paid the amount of any settlement or judgment rendered thereon, provided, however, that this paragraph shall not apply to any criminal proceeding in which the Township Road Superintendent is charged of any crime, and the Board's liability under this paragraph shall not exceed such coverage as may from time to time be provided under the applicable insurance policy or policies, insurance pool or other insurance arrangement from time to time in force and to the extent of such coverage.

Section 7. Amendments

This Agreement may be modified or amended at any time by mutual written consent of the parties hereto.

Section 8. Severability

If any part of this agreement is found to be unconstitutional or unenforceable by a Court of competent jurisdiction, or legislative or administrative tribunal, then such decisions or legislation shall apply only to the specific provision of this agreement. The parties hereto will meet and discuss the abrogated provision. The remainder of the agreement shall remain in full force and effect to the extent reasonable in light of the abrogated provisions.

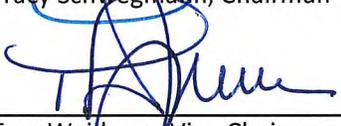
SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties have executed this Employment Agreement on the dates set forth below.

THE BOARD OF TOWNSHIP TRUSTEES OF SYCAMORE TOWNSHIP, OHIO

By: 

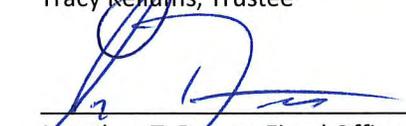
Tracy Schwegmann, Chairman

By: 

Tom Weidman, Vice-Chairman

By: 

Tracy Kellums, Trustee

By: 

Jonathan T. Deters, Fiscal Officer

Date: 3/18/25



Steven Reutelshofer

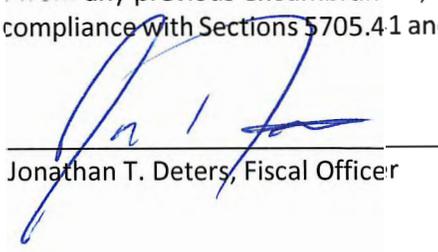
Date: 3/18/25

APPROVED AS TO FORM:


Lawrence E. Barbieri

FISCAL OFFICER'S CERTIFICATE
O.R.C. Section 5705.4(D)(1)

It is hereby certified that the amount required to meet the obligation under this attached contract, agreement, order, statement of work, or expenditure, or in the case of a continuing contract to be performed in whole or in part in an ensuing fiscal year, the amount required to meet the obligation in the year in which the contract is made, has been lawfully appropriated for such purpose and is in the Treasury or is in the process of collection to the credit of an appropriate fund free from any previous encumbrances, and is not appropriated for any other purpose. This certificate is given in compliance with Sections 5705.41 and 5705.44 of the Revised Code.


Jonathan T. Deters, Fiscal Officer