

ORDINANCE NO. 2006-61

AUTHORIZING THE EXECUTION OF A MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF MASON AND SCOT F. LAHRMER FOR COMPENSATION AND BENEFITS RELATED TO HIS SERVICE AS CITY MANAGER, ACCEPTING HIS RESIGNATION AS CITY MANAGER, AND DECLARING AN EMERGENCY

WHEREAS, Scot F. Lahrmer has served the City of Mason for 17 years as City Manager; and

WHEREAS, City Council has attempted to creatively maintain Mr. Lahrmer's employment in areas utilizing his expertise, Mr. Lahrmer has elected to pursue new challenges elsewhere; and

WHEREAS, Scot F. Lahrmer has tendered his resignation effective June 30, 2006; and

WHEREAS, City Council recognizes the many years of valued service to the City by Scot F. Lahrmer and appreciates the long hours and uncompensated service that he has provided the City of Mason; and

WHEREAS, it is the desire of City Council to enter into an agreement which will set forth the terms under which Mr. Lahrmer will serve for the remainder of his tenure as City Manager and provide for uncompensated services performed during his service to the City.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Mason, Ohio, five members elected thereto concurring:

Section 1. That the Council of the City of Mason hereby accepts the resignation of Scot F. Lahrmer as City Manager effective June 30, 2006.

Section 2. That Council authorizes the execution of the Memorandum of Agreement attached hereto and made a part hereof as a modification to the terms of the current employment agreement between Scot F. Lahrmer and the City of Mason which sets forth his compensation and benefits for service during the remainder of his tenure as City Manager and severance benefits upon leaving City service.

Section 3. That the Director of Finance is authorized and directed to make such payments in such amounts as are indicated in the agreement.

Section 4. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and general welfare and shall be effective immediately upon its passage. The reason for said declaration of emergency is the need to provide fair compensation for the City Manager during his tenure in office and severance benefits upon his departure.

Passed this 22nd day of May 2006.

Attest:


Clerk of Council


Mayor

MEMORANDUM OF AGREEMENT

29 June

This agreement, made and entered into this ~~31~~ day of ~~May~~, 2006, by and between the City of Mason, State of Ohio, a municipal corporation, hereinafter called "Mason" and Scot F. Lahrmer, both of whom agree as follows:

WITNESSETH:

WHEREAS, Scot F. Lahrmer has served the City of Mason since 1989 as City Manager; and

WHEREAS, Mr. Lahrmer has faithfully served as City Manager, performing the duties and responsibilities assigned to him with skill and dedication, spending hours beyond normal expectations to assure the well-being of Mason; and

WHEREAS, Mr. Lahrmer has announced that he is leaving the position of City Manager on June 30, 2006 after 17 years of service to Mason in order to pursue other interests; and

WHEREAS, the City Council of Mason recognizes and appreciates the long hours and uncompensated service that Mr. Lahrmer has provided Mason and acknowledges that he has accumulated significant amounts of informal compensatory time, unpaid vacation leave, and sick leave; and

WHEREAS, the City Council of Mason acknowledges that it is not possible to calculate precisely the full value of Mr. Lahrmer's years of dedicated service to Mason, but recognizes that it has a moral obligation to fairly compensate him in a manner which will facilitate his transition from Mason to his future pursuits; and

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the City of Mason and Scot F. Lahrmer agree as follows:

1. Scot F. Lahrmer shall serve as City Manager of Mason until June 30, 2006.
2. Mason agrees to pay Mr. Lahrmer for his services rendered to the city as City Manager at an annual salary rate of \$113,100, payable biweekly, retroactive to January 1, 2006 with all benefits provided to him under his May 9, 2005 contract until his last day of employment.
3. To fairly compensate Mr. Lahrmer for uncompensated service, informal compensatory time and accumulated sick leave and vacation balances accrued during his service as City Manager, upon his departure from city service Mason shall pay Mr. Lahrmer a lump sum equal to one year's aggregate salary at the rate stated in Section 2 above. In addition, Mr. Lahrmer shall be paid a lump sum

amount representing 100% of his accumulated sick leave balance and his accumulated vacation balance calculated at the aforementioned salary rate. He shall further be provided family coverage under the city's medical and hospitalization plan at no expense for one additional year following his last date of employment or shall be paid a lump sum which will provide equivalent coverage for one year. Mason shall reimburse Mr. Lahrmer for his reasonable legal expenses related to development of this contractual relationship with Mason. Upon leaving city service, Mr. Lahrmer shall be entitled to retain at no expense the personal computer, software and internet service currently provided to him by Mason for his use.

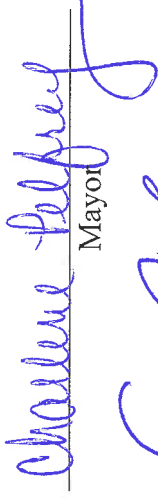
4. The Director of Finance is hereby authorized and directed to pay the lump sum payments and other reimbursements to Mr. Lahrmer at the next regular payroll date following his late date of employment.

5. The parties expressly recognize that upon the execution of this agreement the obligations, compensation and benefits contained in Sections 1, 6, 9, 10, 11, 12, 13, 14, 15, 16, and 17 of the May 9, 2005 agreement between Mr. Lahrmer and Mason, as otherwise modified by this agreement including the increased amount of salary indicated herein, shall remain in place as if rewritten herein until Mr. Lahrmer's last date of employment. The provisions of such agreement related to Term, Suspension, Termination and Severance Pay, Disability, Performance Evaluation, Outside Activities and Notices as contained in Sections 2, 3, 4, 5, 7, and 8 are not incorporated into and are superseded by this agreement. It is mutually agreed by the parties that any notice required by Paragraph 4 C of the May 9, 2005 agreement is waived and superseded by this agreement.

IN WITNESS WHEREOF, on the day and year first above written the City of Mason has caused this agreement to be signed and executed in its behalf by the Mayor and duly attested by its City Clerk and Scot F. Lahrmer has signed and executed this agreement.



Clerk



Mayor



Scot F. Lahrmer