

ORDINANCE NO. 2006-76

AMENDING 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

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

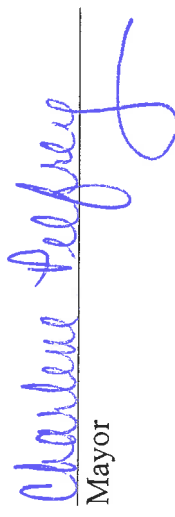
Section 1. That the Memorandum of Agreement Between the City of Mason and Scot F. Lahrmr for Compensation and Benefits Related to His Service as City Manager is hereby amended as set forth in Exhibit "A" attached hereto and incorporated herein by reference.

Section 2. 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 execute the amendment prior to the effective date of the resignation.

Passed this 26<sup>th</sup> day of June, 2006.

Attest:

  
Clerk of Council

  
Mayor

**EXHIBIT A**

**AMENDMENT TO MEMORANDUM OF AGREEMENT**

This Amendment to Memorandum of Agreement (“Amendment”) made and entered into this 26<sup>th</sup> day of June, 2006, by and between the City of Mason, Ohio, a municipal corporation, and Scot F. Lahmer, both of whom agree as follows:

**WITNESSETH:**

WHEREAS, the City of Mason, pursuant to Ordinance 2006-61, authorized the execution of a Memorandum of Agreement Between the City of Mason and Scot F. Lahmer for Compensation and Benefits Related to His Service as City Manager; and

WHEREAS, the Parties to the original Memorandum of Agreement mutually desire to amend certain provisions relating to compensation for accrued sick leave.

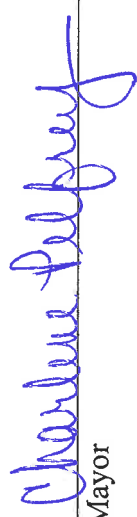
NOW, THEREFORE, in consideration of the mutual covenants contained herein, the City of Mason and Scot F. Lahmer agree as follows:

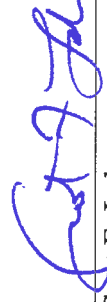
1. Section 3 of the Memorandum of Agreement is hereby amended to read as follows:

“To fairly compensate Mr. Lahmer 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. Lahmer a lump sum equal to one year’s aggregate salary at the rate stated in Section 2 above. In addition, Mr. Lahmer shall be paid a lump sum amount representing 40% of his accumulated sick leave balance and 100% of 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. Lahmer for his reasonable legal expenses related to development of this contractual relationship with Mason. Upon leaving city service, Mr. Lahmer shall be entitled to retain at no expense the personal computer and software currently provided to him by Mason for his use.”

2. All remaining provisions of the Memorandum of Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, on the day and year first above written the City of Mason has caused this Amendment to be signed and executed in its behalf by the Acting City Manager and Scot F. Lahmer has signed and executed the Amendment.

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Scot F. Lahmer 6/29/06