

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at 6 p.m., on the 24th day of April, 2018, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Mr. Greg Insco, Mr. Raj Rajagopal and Mr. Dan Unger

Mr. Insco introduced the following resolution and moved its adoption:

RESOLUTION NO.: 19 -18

RESOLUTION APPOINTING GEOFF MILZ TO THE POSITION OF TOWNSHIP ADMINISTRATOR AND APPROVING ATTACHED CONTRACT

WHEREAS, Daniel P. Meloy retired as Colerain Township Administrator on January 5, 2018; and

WHEREAS, Geoff Milz was serving as the Assistant Administrator and Director of Economic Development at the time of Mr. Meloy's retirement; and

WHEREAS, Geoff Milz was appointed Interim Township Administrator in addition to his other duties pursuant to Resolution 07-18 adopted by the Board on January 9, 2018; and

WHEREAS, the Board conducted a nation-wide search for a full-time Administrator to replace Daniel P. Meloy; and

WHEREAS, the Board received 24 applications for the Administrator position; and

WHEREAS, the Board conducted 4 rounds of interviews of the applicants for the administrator position; and

WHEREAS, the Board has come to appreciate the excellent performance of Geoff Milz during his 3 month tenure as Interim Township Administrator; and

WHEREAS, Geoff Milz has the experience, knowledge, leadership skills, commitment to the community and understanding of Colerain Township policies necessary to serve as the Township Administrator;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of Colerain Township, Hamilton County, Ohio, as follows;

1. The Board of Trustees hereby appoints Geoff Milz to serve as Township Administrator pursuant to Ohio Revised Code §505.031. Mr. Milz shall be the administrative head of the Township under the direction and supervision of the Board and with all the duties and

responsibilities set forth in Ohio Revised Code §505.032. Mr. Milz will continue to serve as Director of Economic Development in addition to his duties as Township Administrator.

2. The Board hereby approves the Employment Agreement of Geoff Milz to serve as Township Administrator and Director of Economic Development which is attached hereto, incorporated herein and designated Exhibit A, which will replace and supersede all prior Employment Agreements.
3. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code.
4. That the Board by a majority vote hereby dispenses with the requirement that this Resolution be read on two separate days and hereby authorizes the adoption of the Resolution upon its first reading.
5. This resolution shall take effect at the earliest period allowed by law.

Mr. Unger seconded the Resolution, and the roll being called upon the question of its adoption, the vote resulted as follows:

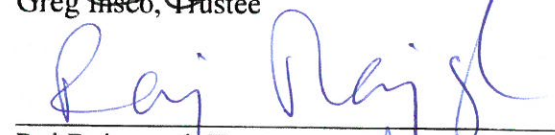
Vote Record: Mr. Insko Aye Mr. Rajagopal NO and Mr. Unger aye

ADOPTED this 24th day of April, 2018.

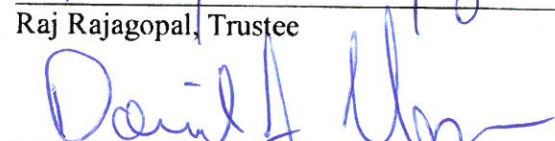
BOARD OF TRUSTEES:



Greg Insko, Trustee

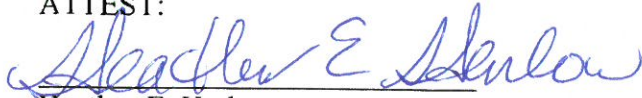


Raj Rajagopal, Trustee



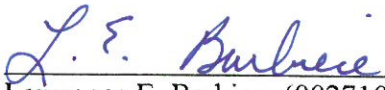
Dan Unger, Trustee

ATTEST:



Heather E. Harlow,
Fiscal Officer

Resolution prepared by and approved as to form:



Lawrence E. Barbieri (0027106)
5300 Socialville Foster Rd., Suite 200
Mason, OH 45040
(513) 583-4200
Colerain Township Law Director

EMPLOYMENT AGREEMENT

THIS AGREEMENT dated April 24, 2018 is entered into between the Board of Trustees of Colerain Township, Hamilton County, Ohio, hereinafter referred to as the "Board" or "Trustees" and Geoffrey G. Milz, hereinafter sometimes referred to as "Employee".

WITNESSETH:

WHEREAS, the Board desires to employ the services of the Employee as Township Administrator/Director of Economic Development of Colerain Township as provided by Sections 505.031 and 505.032 of the Ohio Revised Code; and

WHEREAS, Employee desires to accept employment as Township Administrator/Director of Economic Development of Colerain Township.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1. Duties

The Board hereby employs the Employee as Township Administrator of Colerain Township to perform the functions and duties specified in Sections 505.031 and 505.032 of the Ohio Revised Code, and in the job description for said position, and to perform all other legally permissible and proper duties and functions as the Board shall from time to time assign. The Employee is normally expected to maintain office hours from 8:00 a.m. to 4:30 p.m., Monday through Friday. The Employee is normally expected to attend all meetings of the Board of Trustees.

Section 2. Term

The term of this agreement shall begin on April 25, 2018 and shall remain in effect until December 31, 2020 unless sooner terminated pursuant to Section 3 of this Agreement. During the first six months of the contract, employee shall be on probation. The provisions of Section 3(A) of this Agreement do not apply during the probationary period or in the event the Agreement expires by its terms. In the event the parties mutually desire to extend the employment relationship beyond December 31, 2020, they shall exercise best efforts to discuss terms during the period beginning 90 days prior to the termination date and enter into a revised Agreement consistent with such discussions.

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 such time that Employee is willing and able to perform his duties under this agreement, the Board agrees to continue to pay Employee's salary for a period of twelve (12) months after the date of termination and to continue health insurance coverage for a period of twelve (12) months (or in the event Employer is not able to maintain Employee's health insurance coverage pursuant to the terms of the plan, then Employer shall pay to Employee for a period of twelve (12) months the cost of health insurance premiums at a rate that will continue substantially similar health benefits for Employee as provided under the plan), plus the cash value of any accrued vacation time. The parties agree that the within severance pay

provision 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 sum set forth in Section 3.A.

C. In the event that the Board refuses, at any time during the term of this agreement, following written notice, to comply with any provision benefiting Employee herein, or Employee resigns following a suggestion by the Board that he resign, then the Employee may, at his option, be deemed to be "terminated without just cause" at the date of such refusal to comply, or suggestion within the meaning and context of the severance pay provision herein contained.

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 twenty-one (21) days' notice in advance, unless the parties agree otherwise in writing. In the event Employee voluntarily resigns his position, he shall not be entitled to the severance pay provisions contained in Section 3(A) hereof.

E. For the purposes of Section 3. hereof, "just cause" shall mean incompetence, inefficiency, dishonesty, drunkenness, criminal or immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, failure of good behavior, any breach of employee's duties under this agreement or any other act of misfeasance, malfeasance or nonfeasance in office.

Section 4. Compensation

The Board agrees to pay Employee for his services rendered pursuant hereto at an annual rate of \$125,000 payable on a bi-weekly basis at the same time as other employees of the Board are paid. Said annual compensation shall be reviewed annually by the Board of Trustees, on or about January 1st of each year. 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.

Section 5. Benefits

Upon execution of this contract and on each date of its anniversary, the Employee shall accrue four weeks of vacation and be entitled to such other benefits as the Board provides to other employees of the Board including health insurance, dental insurance, vision insurance, life insurance, PERS, personal, and sick leave, as provided in the Colerain Township Employee Personnel Policies. Accumulated, unused vacation and sick leave will be subject to the policies adopted by the Board for all nonunion township employees. In addition, the Township shall pick up and pay the employee's contribution to PERS to be treated as a fringe benefit.

Section 6. Automobile Stipend

In lieu of providing the employee with a Township vehicle and/or paying mileage for business related purposes, the Board agrees to pay an automobile stipend in the amount of \$500 per month to be treated as a fringe benefit.

Section 7. Indemnification

The Board shall defend, hold harmless and indemnify Employee 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 reasonable performance of Employee's duties as Township Administrator.

Section 8. Amendments

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

Section 9. Severability

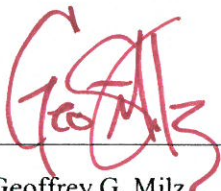
If any part of this agreement is found to be unconstitutional or unenforceable by a Court of competent jurisdiction, or legislative or administrative tribunal, then such decisions or legislation shall apply only to the specific provision of this agreement. The parties hereto will meet and discuss the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

Section 10. Review

The Board and Employee shall exercise best efforts to review Employee's performance hereunder not less frequently than annually during the term of this Agreement.

IN WITNESS WHEREOF, the parties have executed this agreement on the ____ day of April, 2018.

Employee:

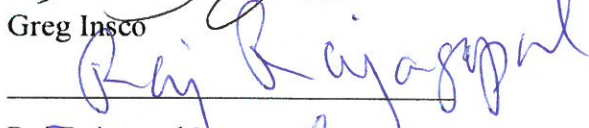


Geoffrey G. Milz

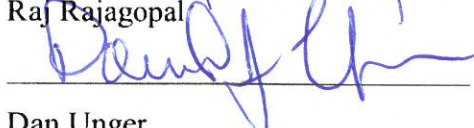
BOARD OF TRUSTEES



By: Greg Insco



By: Raj Rajagopal



By: Dan Unger

Prepared by and approved as to form:



Lawrence E. Barbieri, Law Director