

**PUBLIC UTILITIES DIRECTOR**  
**EMPLOYMENT AGREEMENT**

This Agreement is entered into this <sup>23rd</sup> day of September, 2015 by and between the City of Hamilton, Ohio, a chartered municipal corporation organized under the laws of the State of Ohio (the "City"), and Kevin M. Maynard, an individual (the "Public Utilities Director") (collectively the "Parties").

WHEREAS, the City desires to employ the services of Kevin M. Maynard as Public Utilities Director of the City of Hamilton, Ohio and Kevin M. Maynard has recognized and acknowledged the responsibilities and duties of the Public Utilities Director;

NOW, THEREFORE, the Parties enter into this Agreement in exchange for and in consideration of the mutual promises and covenants contained herein.

**SECTION 1 – DUTIES**

Effective September 18, 2015, the City employs Public Utilities Director on the terms and conditions stated below to act as Public Utilities Director for the City of Hamilton, Ohio. Public Utilities Director shall satisfactorily perform the duties of Public Utilities Director as more fully described in the job description for this position, which may be revised from time to time, and perform other legally permissible and proper duties and functions as the City Manager shall from time to time assign.

**SECTION 2 – AT-WILL EMPLOYMENT**

Either the Public Utilities Director or the City may terminate the employment relationship with the City at any time, for any reason, with or without cause or notice. The relationship remains at-will notwithstanding any provision in this Agreement to the contrary.

**SECTION 3 – SALARY**

City agrees to pay Public Utilities Director, for a period of one (1) year, for his services rendered pursuant hereto an annual base salary of One Hundred Forty-Seven Thousand Two Hundred Forty-Three Dollars (\$147,243.00), less applicable taxes and withholdings. After one (1) year of service in the classification of Public Utilities Director, City agrees to pay Public Utilities Director for his services rendered pursuant hereto an annual base salary of One Hundred Fifty-One Thousand Seventy Dollars (\$151,070.00), less applicable taxes and withholdings, subject to the Public Utilities Director's satisfactory performance per evaluation of the City Manager.

City may increase the base salary and/or other benefits of Public Utilities Director in such amounts and to such an extent as the City may determine is desirable for the

Public Utilities Director classification in Schedule A. City may reduce the base salary and/or benefits of Public Utilities Director in the same amount as a reduction across-the-board for all other City department heads.

#### **SECTION 4 – VACATION AND SICK LEAVE**

Public Utilities Director shall be entitled to six (6) weeks of vacation leave per year. Public Utilities Director shall be entitled to sick leave as set forth in the Codified Ordinances. Public Utilities Director shall use said vacation and sick leave in accordance with applicable City ordinances and policies.

#### **SECTION 5 – HEALTH BENEFITS**

City agrees to provide health benefits for the Public Utilities Director and his qualifying dependents equal to and upon the same terms as are provided to other full-time City employees who are not represented by a collective bargaining agreement.

City agrees to provide life insurance equal to and upon the same terms as is provided to other full-time City employees who are not represented by a collective bargaining agreement.

#### **SECTION 6 – RETIREMENT**

City agrees to make regular periodic payments to the State of Ohio Public Employees Retirement System in the amount required by law and as provided for other full-time employees.

#### **SECTION 7 – TERMINATION AND SEVERANCE PAY**

A. In the event Public Utilities Director is terminated by the City Manager during such time that Public Utilities Director is willing and able to perform the duties of Public Utilities Director, then in that event the City agrees to pay Public Utilities Director a lump sum cash payment equal to six (6) months of the Public Utilities Director's base salary at the then current rate of pay and payment of accrued but unused vacation leave, less applicable taxes and withholdings.

Provided, however, that in the event Public Utilities Director is terminated because of his conviction of any illegal act involving personal gain to him or moral turpitude on his part, then the City shall have no obligation to provide notice of termination or pay the compensation or benefits value as designated in this Paragraph A. In the event that Public Utilities Director is terminated by City because he is charged with an illegal act involving personal gain to him or moral turpitude on his part, all severance payments set forth in this Paragraph A shall be paid to an escrow account until such time as the criminal charges are resolved. If the Public Utilities Director is convicted, the City shall have no obligation to pay the compensation or benefits as designated in this Paragraph A.

For purposes of this Agreement, termination shall be considered to have occurred when:

1. The City Manager terminates the employment of Public Utilities Director for reasons not included in Section 7 herein.

2. If the City reduces the base salary of the Public Utilities Director, unless such reduction is applied in no greater percentage than the average reduction of all department heads. If City reduces the base salary of the Public Utilities Director in a greater percentage than the average reduction of all department heads, such action shall constitute a breach of this agreement and will be regarded as termination.

3. If the Public Utilities Director resigns following an offer to accept his resignation, whether formal or informal, by the City Manager, then the Public Utilities Director may declare termination as of the date of the suggestion.

4. Breach of contract declared by either party with a thirty (30) day cure period for either Public Utilities Director or City.

B. In the event Public Utilities Director voluntarily resigns his position with the City then the Public Utilities Director shall give the City a minimum of thirty (30) days advance written notice unless the Parties agree otherwise.

#### **SECTION 8 – OTHER TERMS AND CONDITIONS OF EMPLOYMENT**

City Council shall fix any such other terms and conditions of employment as it may determine from time to time, relating to the performance of Public Utilities Director, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Charter of the City of Hamilton, Ohio or any other applicable law.

#### **SECTION 9 – GENERAL PROVISIONS**

A. To the extent that any provisions in this Agreement conflict with ordinances of the City, this Agreement shall supersede ordinances in conflict thereto.

B. This Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the Parties.

C. This Agreement shall be effective upon its execution by Public Utilities Director and the City's representatives.

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

E. This Agreement shall be construed and enforced in accordance with the laws of the state of Ohio.

F. This Agreement is expressly conditioned upon Public Utilities Director's ability to perform the essential functions of the position of Public Utilities Director.

G. If the Public Utilities Director is unable to perform the duties of his employment by reason of illness or incapacity for a period of more than sixty (60) work days, then the City may terminate this Agreement and Public Utilities Director's employment, provided, that in the event Public Utilities Director's period of illness or incapacity continues beyond sixty (60) work days, and Public Utilities Director has accrued sick leave available, he may continue to receive sick leave payments until the benefit is exhausted. The continuance of any such sick leave payment is specifically conditioned on the Public Utilities Director continuing to provide satisfactory evidence of such continued period of incapacity.

H. If Public Utilities Director dies during the term of employment, City shall pay to the estate of Public Utilities Director the compensation which would otherwise be payable to the Public Utilities Director up to the date on which his death occurs.

IN WITNESS WHEREOF, the City of Hamilton, Ohio and Kevin M. Maynard have signed and executed this Agreement on the date and year first stated above.

**CITY OF HAMILTON, OHIO**

**Approved as to Form:**

By: Joshua A. Smith  
Joshua A. Smith 9/22/15

Heather Sanderson Lewis  
Heather Sanderson Lewis  
Law Director

**KEVIN M. MAYNARD**

By: Kevin M. Maynard  
Kevin M. Maynard  
9-21-15