

**RESOLUTION NO. 22 – 67, 2022
COLUMBIA TOWNSHIP, HAMILTON COUNTY, OHIO**

**REAPPOINTING MELISSA TAYLOR AS TOWNSHIP ADMINISTRATOR
BEGINNING APRIL 1, 2023, AUTHORIZING THE TOWNSHIP ADMINISTRATOR'S
TERMS OF APPOINTMENT, AND DISPENSING WITH THE SECOND READING**

WHEREAS, the Board of Trustees of Columbia Township has deemed it will provide more efficient government, in the best interests of Township residents and businesses, to employ a Township Administrator; and

NOW, THEREFORE BE IT RESOLVED by the Board of Trustees of Columbia Township, Hamilton County, Ohio, for the benefit and welfare of Columbia Township and its citizens:

SECTION I. That Melissa Taylor is hereby reappointed township administrator beginning April 1, 2021, to be the administrative head of the township under the direction and supervision of the board, with duties as prescribed in RC 505.032, and to hold office at the Board's pleasure.

SECTION II. That the agreement TERMS OF APPOINTMENT FOR COLUMBIA TOWNSHIP ADMINISTRATOR for the employment of Melissa Taylor as the Township Administrator is in the best interests of the Township and is hereby authorized.

SECTION III. This Resolution shall be in full force and effect from and after its passage and until further Order of this Board, all of which shall be duly entered upon this Board's journal.

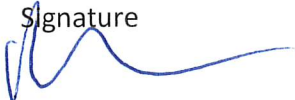
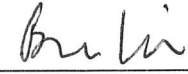

WHEREAS, the Board of Trustees, upon majority vote, hereby dispenses with the requirement that this Resolution be read on two separate days, and hereby authorizes the adoption of this Resolution upon its first reading.

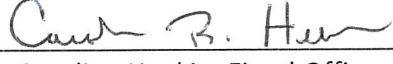
BE IT FURTHER RESOLVED, that Melissa Taylor shall receive for her services as township administrator a salary per the Administrator's Terms of Appointment, payable bi-weekly.

Motion to accept Resolution made by: Mrs. (Mr.) KUBICKI

Seconded by: Mrs. (Mr.) LAMAR

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VOTE:	Voting	Signature	Date
David Kubicki, President	<u>yes</u>	<u></u>	<u>12/13/22</u>
Brian Lamar, Vice-President	<u>yes</u>	<u></u>	<u>12/13/22</u>
Susan Hughes, Trustee	<u>yes</u>	<u></u>	<u>12/13/22</u>

ATTEST:  12-13-22
Caroline Heekin, Fiscal Officer

APPROVED AS TO FORM: _____
Law Director

Attachment – Contract.

**TERMS OF APPOINTMENT
FOR COLUMBIA TOWNSHIP ADMINISTRATOR**

ARTICLE I

CONTRACT

The intent of this contract is to ensure an efficient and uninterrupted level of service to Columbia Township as well as provide security, commitment, and severance to the position of Township Administrator (Administrator). This document or action by the Board of Trustees (Board) does not confer any right or interest that is not permitted by the Ohio Revised Code. Moreover, this Board and subsequent Boards shall retain the right to terminate the employment of the Administrator, without cause and without a hearing at any time, as set forth in Article IV.

This contract is entered into by and between the Board of Trustees of Columbia Township (Board) and Melissa Taylor (Administrator) this 13th day of December, 2022, for the period of April 1, 2023 through March 31, 2025.

The Administrator expressly acknowledges and fully understands, as indicated by her signature below, the foregoing terms of appointment.

ARTICLE II

DUTIES

The Administrator shall, under the direction and supervision of the Board of Trustees:

1. Be the Chief Administrative Officer of the Township and shall hold office at the pleasure of the Board;
2. Assist in the administration, enforcement and execution of policies and resolutions of the Board;
3. Supervise and direct the activities of the affairs of the divisions of Township government under the control or jurisdiction of the Board;
4. Attend all meetings of the Board at which the Administrator's attendance is required;
5. Recommend measures for adoption to the Board;
6. Prepare and submit to the Board such reports as are required by the Board, and as the Administrator considers advisable;

7. Keep the Board fully advised of the financial conditions of the Township; preparing and submitting a budget for the next fiscal year;
8. Perform such additional duties as the Board may determine by resolution;
9. The Board may assign to such Administrator, with due consideration to proper compensation, any office, position, or duties under its control; such office, position and duties shall be performed under the direction and supervision of the Board and to be in addition to those set forth in this section;
10. The Administrator shall not have the authority to make any contracts or commitments for or on behalf of the Board of Trustees of Columbia Township in excess of \$10,000.00 without first obtaining the approval of the Board by motion and at a duly-called Township meeting, or by amendment to this Agreement by resolution;
11. The Administrator shall oversee the management, audit and monitoring of all Columbia Township accounts, credit card transactions, cellular telephones or other equipment used by or in possession of all Columbia Township elected officials and employees. The Administrator shall maintain a current listing of credit cards issued under Columbia Township and the names of elected officials, employees and police officers who utilize credit cards, cellular telephones or external equipment provided by Columbia Township;
12. The Administrator shall be responsible for and supervise the filing, maintenance and upkeep of all Board records, documents, and communication on a timely basis;
13. The Administrator shall provide vision and leadership in concert with the Board in establishing Township goals and objectives and shall prepare, oversee, and manage the budget while maintaining daily operations of the Township.

The Administrator shall faithfully execute her powers and duties, in conjunction with and under the direction of the board, as specified in Ohio Revised Code §505.032.

ARTICLE III

COMPENSATION

The Board hereby fixes the compensation and benefits for the Administrator effective the 1st day of April, 2023 as follows:

1. The Administrator's current annual salary shall continue to be paid for the period April 1, 2023 through March 31, 2025. Annual performance evaluations will be conducted by

the Board of Trustees, with merit pay increases if approved by the Board of Trustees during the first contract with the rate to be specified in future contracts based upon satisfactory performance. Salary will be adjusted annually for the first pay period of each contract year based on the 12-month Consumer Price Index ("CPI") released in December of the prior year. In any contract year where the prior-year CPI exceeds 5%, the salary adjustment will be capped at 5%.

2. The position of Administrator is a salaried appointment. No overtime shall be paid to the Administrator. The Administrator shall be always available and on-call, unless on vacation, sick leave, or other excused leave, or as otherwise excused by the President of the Board. It is expressly understood that the Administrator shall not be entitled to any form of overtime or "compensation time."
3. Columbia Township shall reimburse the Administrator \$200.00 per month for motor vehicle usage mileage used in connection with official Columbia Township business. Columbia Township will also provide business use of a personal laptop computer, mobile phone and any supplemental contract IT services required for the laptop.
4. Vacation time and pay for six (6) weeks shall be granted annually for each contract year in accordance with the effective vacation policy of Columbia Township. Vacation time accrual shall be capped at 1200 hours.
5. Personal Time Off and pay shall be granted in accordance with the effective PTO policy of Columbia Township with a four-week sick leave bank established at the original date of hire as Administrator.
6. The Board of Trustees will pay the value of all accrued but unused Vacation and Personal Time Off Leave upon the Administrator's separation from employment based upon the Administrator's annual salary at the time of separation.
7. The Administrator shall participate in the State of Ohio PERS retirement system in accordance with Ohio law with Columbia Township contributing both the employer and employee shares.
8. Columbia Township shall provide all medical, vision, dental and healthcare reimbursement account benefits and insurance coverage as provided for Columbia Township employees.
9. Any reasonable expenses in connection with the official operations of the Administrator's office personally paid for by the Administrator shall be reimbursed to her, subject to the review and approval of the Board, upon her submitting a receipt evidencing the expense along with an approved standardized reimbursement form fully disclosing the nature and purpose of the expense.

10. Columbia Township shall pay, subject to the approval of the Board, membership fees for appropriate professional or public administrator organizations.
11. Columbia Township shall pay or reimburse reasonable expenses in connection with professional seminars, meetings, or similar events, subject to the approval of the Board. In any event, such payments or reimbursements shall not exceed limits under State law.

ARTICLE IV

TERMINATION AND SEVERANCE

1. If the Board, in its discretion, determines to remove or terminate the Administrator, in accordance with Article I, the Board shall give the Administrator a minimum of one-hundred and eighty (180) calendar days notice of its intent to voluntarily terminate the Administrator's employment. Unless otherwise directed by the Board in its notice of termination, the Administrator shall, for the one-hundred and eighty (180) calendar day notice period, continue to fulfill the Administrator's duties and obligations as set forth herein, as well as to affect an administrative turn-over to any subsequently designated person until the last effective day of the appointment. If the Board in its notice of termination to the Administrator specifies that it has no further need of the Administrator's services during the notice period, the Board shall pay the Administrator a severance pay equal to twenty-six (26) weeks compensation, including retirement contributions and continuation of health, life and disability policies for twenty-six weeks along with all accrued but unused vacation, personal time and holiday hours based upon the Administrator's annual salary at time of severance.
2. The Administrator shall be required to give the Board at least thirty (30) calendar days notice of her intent to voluntarily terminate her employment. Upon voluntary separation from employment with Columbia Township, the Administrator shall be paid all unused but accrued vacation, personal and holiday hours within thirty days of separation of employment, all based upon the final annual salary rate of pay, or per written agreement.

ARTICLE V

MISCELLANEOUS

1. The Administrator shall actively participate in suitable organizations, meetings, seminars, or similar events, related to Columbia Township operations or Administrator duties, and shall subsequently report to the Board any relevant information or matters.
2. To the extent any of the terms of appointment set forth above are inconsistent or conflict with any effective Columbia Township Handbook Policies and Procedures or any

other terms, policies, procedures or customs of Columbia Township, the terms as set forth herein shall control, unless prohibited by law.

3. The foregoing terms of appointment shall be construed and governed by the laws of the State of Ohio.
4. The effective date of this Terms of Appointment for Columbia Township Administrator shall be the 1st day of April, 2023.

ARTICLE VI

MODIFICATIONS

The foregoing terms and provisions constitute the entire terms of appointment of the Administrator and there are no other terms, conditions, understandings, or agreement either in writing or made orally between the Administrator and the Board in connection with this appointment. Any subsequent modification to the terms of this appointment shall be in writing and attached to this document and shall be effective only upon resolution of the Board.

ARTICLE VII

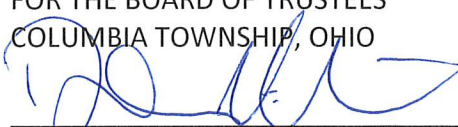
BINDING EFFECT

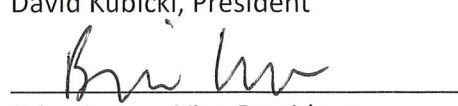
This contract shall be binding upon the Board and the Administrator and the successors, assigns and heirs respectively.

Executed this 13TH day of DECEMBER 22, 2023.


Melissa Taylor

FOR THE BOARD OF TRUSTEES
COLUMBIA TOWNSHIP, OHIO


David Kubicki, President


Brian Lamar, Vice-President


Susan Hughes, Trustee