

**ORDINANCE NO. 07-82 AC CMS**

**AN ORDINANCE APPOINTING ERIC P NOREBERG CITY MANAGER OF THE CITY OF OBERLIN, OHIO, APPROVING AN EMPLOYMENT AGREEMENT RELATING THERETO, AND DECLARING AN EMERGENCY**

BE IT ORDAINED by the Council of the City of Oberlin, County of Lorain, State of Ohio, five-sevenths (5/7ths) of all members elected thereto concurring

SECTION 1 That Eric P Norenberg is hereby appointed City Manager of the City of Oberlin Ohio, effective October 22, 2007

SECTION 2 That the attached employment agreement between the City of Oberlin and Eric P Norenberg is hereby approved and the President of Council is hereby authorized to execute same on behalf of the City

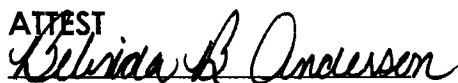
SECTION 3 It is hereby found and determined that all formal actions of this Council concerning or relating to the adoption of this ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements, including Section 121 22 of the Ohio Revised Code

SECTION 4 That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the citizens of the City of Oberlin, Ohio, or to provide for the usual daily operation of a municipal department, to wit


“to appoint a City Manager at the earliest possible date in order to ensure the efficient operation of the City of Oberlin”, and shall take effect immediately upon passage

PASSED      1<sup>st</sup> Reading - October 15, 2007 (E)  
                  2<sup>nd</sup> Reading -  
                  3<sup>rd</sup> Reading -

ATTEST



Belinda B Anderson  
CLERK OF COUNCIL

  
\_\_\_\_\_  
Daniel Gardner  
PRESIDENT OF COUNCIL

POSTED 10/16/07

EFFECTIVE DATE 10/16/07

**Employment Agreement  
between  
The City of Oberlin, Ohio  
and  
Eric Norenberg**

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**Employment Agreement  
between  
The City of Oberlin, Ohio  
and  
Eric Norenberg**

**Introduction**

This Agreement, is made and entered into on this 15<sup>th</sup> day of October, 2007, by and between the City of Oberlin, Ohio, a municipal corporation, (hereinafter called "Employer") and Eric Norenberg, (hereinafter called "Employee"), both of whom agree as follows

**Section 1 Term**

A This agreement shall remain in full force in effect from October 22, 2007, until terminated by Employer or Employee as provided in Section 9, 10 or 11 of this agreement

**Section 2 Duties and Authority**

Employer agrees to employ Eric Norenberg as City Manager to perform the functions and duties specified in the Charter and Ordinances of the City of Oberlin, and to perform such other legally permissible and proper duties and functions as authorized and directed by Oberlin City Council

**Section 3 Compensation**

A Base Salary Employer agrees to pay Employee an annual base salary of \$100,000, payable in installments in accordance with the Employer's usual payroll schedule

B This agreement shall be automatically amended to reflect any salary adjustments that are authorized by Oberlin City Council

C Consideration shall be given on an annual basis to an increase in compensation

D Employer agrees to increase Employee's compensation by a minimum of 5% upon Employee's employment anniversary date for each of the first three years of employment with the Employer Thereafter, increases in compensation shall be dependent upon the results of a performance evaluation conducted pursuant to the provisions of Section 12 of this Agreement Increased compensation may take the form of a salary increase and/or bonus

E Employer agrees to allow Employee to occupy the house located at 205 Morgan Street, Oberlin, Ohio during Employee's employment as City Manager Employee will be responsible for taxes due on the fair market value from such use of the house Employer shall be responsible for preventative and external maintenance, structural and mechanical maintenance and landscape maintenance Employee shall be responsible

for general internal custodial maintenance and all utilities, including refuse collection charges

**Section 4 Health, Disability and Life Insurance Benefits**

A The Employer agrees to provide for health, hospitalization, surgical, vision, dental and comprehensive medical insurance benefits for the Employee and his dependents equal to that which is provided to all other non-collective bargaining unit employees of the City of Oberlin. In the event no such plan exists, Employer shall provide such coverage for the Employee and his dependents

B The Employer agrees to provide and to make the required premium payments for long-term disability coverage for the Employee until the Employee has the requisite service credit to be eligible for disability coverage through OPERS

C The Employee may elect to submit once per calendar year to a complete physical examination, including a cardio-vascular examination, by a qualified physician selected by the Employee, the cost of which shall be paid by the Employer

D The Employer shall pay the amount of premium due for term life insurance in the amount of \$225,000. The Employee shall have the right to name the beneficiary of the life insurance policy

E Employee is automatically entitled to any other standard benefits available to non-collective bargaining unit employees of the City as may now exist or be made available during the term of this contract

**Section 5 Vacation and Sick Leave**

A Upon commencing employment, the Employee shall be credited with two weeks sick leave and two weeks vacation leave. The employee shall then accrue sick leave in accordance with other non-collective bargaining City employees. The employee shall be credited with four weeks of vacation after his 1<sup>st</sup> anniversary and in accordance with other non-collective bargaining City employees thereafter

B Upon commencing employment, the Employee shall have access to a bank of 180 sick days to be used in the case of serious medical conditions. This leave can only be used to provide coverage during the waiting period between the onset of illness or disability and the point at which long term disability coverage takes effect and may be renewed after each occurrence

C The Employee is entitled to accrue all unused sick and vacation leave, without limit, except in the event that the Employee's employment is terminated, either voluntarily or involuntarily, the Employee shall be compensated for all accrued leave as provided for in section 10

D Employee is automatically entitled to any other standard leave available to non-bargaining unit employees of the City as may now exist or be made available during the term of this contract

## **Section 6 Vehicle Allowance**

The Employer agrees to pay to the Employee, during the term of this Agreement and in addition to other salary and benefits herein provided, the sum of \$2,400 per year as a vehicle allowance to be used to purchase, lease, or own, operate and maintain a personal vehicle. The vehicle allowance shall be paid in equal payments on a monthly basis or on another schedule as determined by the Finance Director. The vehicle allowance shall be increased annually, in July, by the percentage increase in the Consumer Price Index (CPI) during the prior year and rounded to the nearest dollar that is divisible by 12. The Employee shall be responsible for paying for liability, property damage, and comprehensive insurance coverage upon such vehicle and shall further be responsible for gas, oil and all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle. The Employer shall reimburse the Employee at the established mileage rate for any business use of the vehicle beyond Lorain County.

## **Section 7 Retirement**

A The Employer agrees to enroll the Employee in the Ohio Public Employee's Retirement System (OPERS) and to make all the appropriate employer contributions on the Employee's behalf.

B In addition to the Employer's payment to the state retirement system referenced above, Employer agrees to execute all necessary agreements provided by the ICMA Retirement Corporation (ICMA-RC) deferred compensation plan for Employee's continued participation in said supplementary retirement plan and, in addition to the base salary paid by the Employer to Employee, Employer agrees to pay an amount equal to eight percent (8%) of Employee's base annual salary, in equal proportionate amount each pay period. The parties shall fully disclose to each other the financial impact of any amendment to the terms of Employee's retirement benefit.

## **Section 8 General Business Expenses**

A Employer agrees to pay for professional dues and subscriptions of the Employee necessary for full participation in national, regional, state and local associations and organizations necessary for the Employee's continued professional growth and advancement, and for the good of the Employer.

B Employer agrees to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for Employer, including but not limited to the ICMA Annual Conference, state league of municipalities, and such other national, regional, state, and local governmental groups and committees in which Employee serves as a member.

C Employer agrees to pay for tuition, registration fees, and travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for the Employee's professional development and for the good of the Employer. Employee

and Employer will agree on a process for advance approval of such professional development expenses that exceed \$250 per event, requires overnight travel, or requires absence from the office for more than one-half day

D Employer acknowledges the value of having Employee participate and be directly involved in local civic clubs and organizations Accordingly, Employer agrees to pay for the reasonable membership fees and/or dues to enable the Employee to become an active member in local/regional civic clubs and organizations

E Technology The Employer shall provide Employee with the use of a laptop computer, software, Internet service, e-mail, and an allowance to cover the cost of a cell phone/BlackBerry (or similar device) required for the Employee to perform the job and to maintain communication with the City Council and City staff

F Sections A through E of Section 8 above will be subject to annual appropriations and applicable Employer expense policies The Finance Director is authorized to disburse such moneys upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits, submitted in accordance with the Employer's policies relating thereto

## **Section 9 Termination**

### **For the purpose of this agreement, termination shall occur if**

A Five-sevenths (5/7) of the governing body votes to terminate the Employee at a duly authorized public meeting, after proceedings held in accordance with Section VI of the City Charter

B The Employer, citizens or state legislature acts to amend any provisions of the Charter of the City of Oberlin or Oberlin Codified Ordinances pertaining to the role, powers, duties, authority, or responsibilities of the Employee's position that substantially changes the form of government

C The Employer reduces the base salary, compensation or any other financial benefit of the Employee, unless it is applied in no greater percentage than the average reduction of all department heads

D The Employee resigns following a request to resign made by a representative of or representatives of the majority of the City Council

E Breach of contract declared by either party with a 30-day cure period for either Employee or Employer Written notice of a breach of contract shall be provided in accordance with the provisions of Section 20

F In the event the Employee is terminated by the Employer during the six (6) months immediately following the seating and swearing-in of one or more new City Council members, and during such time that Employee is willing and able to perform his duties

under this Agreement, then, in that event, Employer agrees to pay Severance in accordance with Section 10, plus salary and benefits in accordance with Section 10 for any portion of the six months not worked

### **Section 10 Severance**

Severance shall be paid to the Employee when employment is terminated as defined in Section 9

If the Employee is terminated, the Employer shall provide a minimum severance payment equal to three months salary at the current rate of pay This severance shall be paid in a lump sum unless otherwise agreed to by the Employer and the Employee

The Employee shall also be compensated for accrued earned sick leave to a maximum of 975 hours, vacation time, and all paid holidays The Employer agrees to make a contribution to the Employee's deferred compensation account on the value of this compensation calculated using the rate ordinarily contributed on regular compensation

For a period of one year following the date of termination, or until such time as equivalent benefits are available to employee through a new employer, whichever comes first, the Employer shall pay the costs to continue the following benefits

- 1 Health insurance for the employee and all dependents as provided in Section 4A,
- 2 Life insurance as provided in Section 4D,
- 3 Long-term disability as provided in Section 4B,
- 4 Car allowance,
- 5 Out placement services, should the employee desire them, in an amount not to exceed \$10,000, and
- 6 Any other standard benefits available to non-collective bargaining unit employees of the City

If the Employee is terminated because of a conviction of a felony, then the Employer is not obligated to pay severance under this section

### **Section 11 Resignation**

In the event that the Employee voluntarily resigns his position with the Employer, the Employee shall provide the Employer with not less than 30 days advance written notice of his resignation, unless the parties agree otherwise

### **Section 12 Performance Evaluation**

Employer shall annually review the performance of the Employee The evaluation process, at a minimum, shall include the opportunity for both parties to (1) prepare a written evaluation, (2) meet and discuss the evaluation, and (3) present a written summary of the evaluation results The final written evaluation should be completed and delivered to the Employee within 30 days of the evaluation meeting

### **Section 13 Hours of Work**

It is expected that the Employee will typically work during normal City Hall office hours. However, it is recognized that the Employee must devote a great deal of time outside those normal office hours on business for the Employer. Accordingly, and to that end, Employee may establish his own work schedule, subject to reasonable direction by Employer. Employee is not eligible for overtime or paid compensatory hours.

#### **Section 14 Outside Activities**

The employment provided for by this Agreement shall be the Employee's sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the Employer and the community, the Employee may elect to accept limited teaching, consulting or other business opportunities as long as such arrangements do not interfere with or cause a conflict of interest with Employee's responsibilities pursuant to this Agreement.

#### **Section 15 Moving and Relocation Expenses**

Employee agrees to establish residence within the corporate boundaries of the City of Oberlin, within six (6) months of his employment, and thereafter to maintain his residence within the corporate boundaries of the City during his employment with the City.

A Employer shall pay directly for the expenses of moving Employee and his family and personal property from Mesa, Arizona, to Oberlin, Ohio. Said moving expenses shall include packing, moving, storage costs, unpacking, and insurance charges. Employee shall obtain at least two quotes and endeavor to take advantage of professional discounts to minimize this expense.

B Employer shall reimburse Employee for actual lodging and meal expenses for the Employee and his family in route from Mesa, Arizona to Oberlin, Ohio. Mileage costs for driving one personal automobile shall be reimbursed at the current IRS allowable rate.

C Employer shall reimburse Employee for a maximum of two round trip regular airfares for Employee and/or his spouse at any time during the first year of service to assist with house hunting and other facets of the transition and relocation process. The Employee and his spouse may utilize and distribute the four (4) total individual round trip tickets in any combination of individual members making the trips. In addition, Employer shall reimburse Employee for up to three (3) one-way trip regular airfares for the Employee's spouse and children to move to Oberlin, Ohio. The Employee shall be reimbursed for actual lodging and meal expenses incurred by Employee or his family members on any trips conducted prior to or during relocation, as detailed herein.

D The Employer shall pay the Employee's tax liability, if any, on all Employer provided benefits for relocation and housing.

#### **Section 16 Indemnification**



Employer shall defend, save 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 performance of and arising out of the course and scope of Employee's duties as City Manager, or resulting from the exercise of judgment or discretion in connection with the performance of the duties or responsibilities of the City Manager, unless the act or omission involved willful or wanton conduct. Legal representation, provided by Employer for Employee, shall extend until a final determination of the legal action including any appeals brought by either party. The Employer shall indemnify employee against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorneys fees, and any other liabilities incurred by, imposed upon, or suffered by such Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of his duties and occurring within the course and scope of his employment. Any settlement of any claim must be made with prior approval of the Employer in order for indemnification, as provided in this Section, to be available.

Employer agrees to pay Employee's reasonable litigation expenses, including travel expense, throughout the pendency of any litigation to which the Employee is a party or witness. Such expense payments shall continue beyond Employee's service to the Employer as long as the litigation is pending.

**Section 17 Bonding**

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance, and professional liability insurance.

**Section 18 Other Terms and Conditions of Employment**

The Employer, upon agreement with Employee, may provide for such other terms and conditions of employment as it may determine from time to time relating to the performance and duties of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Charter of the City of Oberlin, or applicable law.

**Section 19 Notices**

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

**EMPLOYER**

City of Oberlin, Council President  
85 S Main Street  
Oberlin, OH 44074

**EMPLOYEE**

Eric Norenberg  
205 Morgan Street  
Oberlin, OH 44074

Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed

given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service

**Section 20. General Provisions**

A Integration This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement The parties by mutual written agreement may amend any provision of this agreement during the life of the agreement Such amendments shall be incorporated and made a part of this agreement


B Binding Effect This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest

C Effective Date This Agreement shall become effective on October 22, 2007

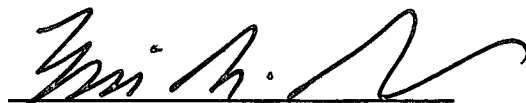
D Severability The invalidity of any portion of this Agreement will not affect the validity of any other provision In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision

Adopted and approved by the Oberlin City Council on this <sup>15<sup>th</sup></sup> day of October, 2007

  
\_\_\_\_\_  
Daniel Gardner, Council President  
Date 10/22, 2007

  
\_\_\_\_\_  
Eric Norenberg  
Date 10/22, 2007

Approved as to form

  
\_\_\_\_\_  
Eric R. Severs, Law Director