

CITY OF CLAYTON, OHIO

RESOLUTION NO. R – 02 – 26 – 14

A RESOLUTION APPROVING THE EMPLOYMENT OF ELAINE WITTMAN AS CITY MANAGER AND FURTHER AUTHORIZING THE CITY TO ENTER INTO AN EMPLOYMENT AGREEMENT WITH ELAINE WITTMAN

WHEREAS, Amanda Zimmerlin has resigned her position and Elaine Wittman has served in her stead as Interim City Manager of the City of Clayton, Ohio; and

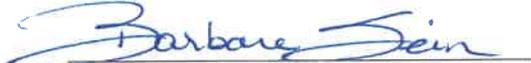
WHEREAS, Council desires to formally confirm the appointment of Elaine Wittman as the new City Manager of the City of Clayton, Ohio with associated duties pursuant to Charter Section 5.04.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CLAYTON, STATE OF OHIO:

1. That the Council approves the Employment Agreement appended hereto as Exhibit A setting forth the terms and conditions of the employment of Elaine Wittman as City Manager and authorizes the Mayor to execute same on behalf of the City.

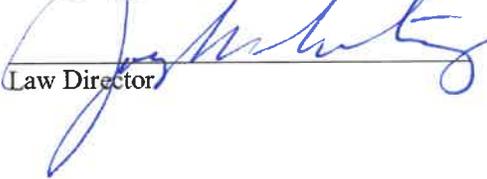
ADOPTED BY COUNCIL ON FEBRUARY 5, 2026

ATTEST:


Barbara Seim, Clerk


Ryan Farmer, Mayor

APPROVED AS TO FORM:


Law Director

CERTIFICATE

The undersigned, Clerk of the City of Clayton, Ohio does hereby certify that the foregoing is a true and correct copy of Resolution No. R-02-26-14 passed by the Council of said City on the 5th day of February 2026, and that the foregoing Resolution No. R-02-26-14 was posted at the City Building, Fire Station 83 and Fire Station 84, on the 6th day of February 2026, to the 20th day of February 2026, both days inclusive.


Barbara Seim, Clerk

EMPLOYMENT AGREEMENT FOR THE POSITION OF CLAYTON CITY MANAGER

This Employment Agreement ("Agreement") is made by and between **ELAINE WITTMAN** ("Manager" or "Elaine Wittman") and the **CITY OF CLAYTON, OHIO** ("Clayton" or the "City") effective February 5, 2026.

WHEREAS, Article V of the Clayton City Charter creates the position of and provides for the appointment of a City Manager; and

WHEREAS, Article V, Section 5.04(A) provides that the City Manager is the chief executive, administrative, and law enforcement officer of the City; and

WHEREAS, the City and Manager desire to enter into this Agreement to set forth the terms and conditions under which Manager is appointed and employed.

NOW THEREFORE, THE CITY OF CLAYTON AND MANAGER AGREE AS FOLLOWS:

1. Appointment

Clayton, by action of its City Council, hereby appoints Elaine Wittman as City Manager of Clayton, Ohio.

2. Duties and Hours of Work

In her capacity as City Manager, Elaine Wittman shall be the chief executive, administrative, and law enforcement officer of Clayton and shall be responsible to Council for the administration of all municipal affairs placed in her charge by the Clayton City Charter, the ordinances and resolutions of Council, and applicable state and federal laws.

In addition to the powers, duties, and functions enumerated at Section 5.04(8) of the Clayton Charter, Manager shall perform to the best of her ability such other duties as Council may, from time to time, require of her, and to the satisfaction of Council.

Council and Manager may periodically develop mutually agreed upon goals, the performance of which shall be considered as part of Manager's performance of such other duties as may be required by Council.

Manager is expected to devote her full time to performing the duties of her position.

Conflict of Interest: A conflict of interest exists when a person's private interests interfere in any way with the interests of the City. Manager agrees that during the Term and any Successor Term(s) of this Agreement, she will not engage, either directly or indirectly, in any activity ("Conflict of Interest") which might adversely affect the City, and/or the effective operation and/or management of the affairs of the City, and/or the ability of the Manager to fulfill her duties under this Agreement to the City. If Manager becomes aware of a potential conflict, she shall immediately bring it to the attention of City Council. Failure to promptly bring a potential conflict of interest to the attention of City Council may result in discipline, up to and including termination. If Manager engages in any activity which constitutes a conflict of interest hereunder, Manager may receive discipline therefore, up to and including termination. If Manager is terminated hereunder either for failure to report a conflict of interest, or for engaging in activity which constitutes a conflict of interest, said termination shall be considered misfeasance, malfeasance, or nonfeasance under this Agreement and, consistent with Paragraph 7(A) of this Agreement, Manager shall not be entitled to health insurance continuation or severance pay.

3. Salary

(A) Manager's annual base salary for calendar year 2026 shall be One Hundred Forty-Three Thousand Dollars (\$143,000).

(B) Unless otherwise agreed to by the parties, Manager's base salary for subsequent years shall be annually adjusted by the same percentage increase approved for other non-union full-time Clayton employees for that year.

(C) Manager shall receive a monthly automobile expense allowance of \$350.00 adjusted annually in January to reflect increases (or decreases) in the Consumer Price Index (All Items) for Ohio. Manager shall also be entitled to use available City vehicles for City business.

(D) Manager shall receive a monthly stipend for business use of her mobile/cell phone at the same rate as provided to other City Department Heads, which is currently \$130.00 per month. Any costs for phone use over that monthly amount shall be at Manager's expense.

(E) Council shall not decrease Manager's salary during the term of this Agreement unless such reduction is consistent with a city-wide salary reduction plan implemented with the consent of the Manager.

4. Performance Review

The Council shall review and evaluate the performance of the City Manager, on an annual basis, which will occur within 30 days of her anniversary of hire. Said review and evaluation shall be in accordance with specific criteria developed jointly by the City, Council, and City Manager. Said criteria may be added to or deleted from as the City and City Manager agree from time to time. Further, the Mayor shall provide the Employee with a written summary of

the findings of the Council and provide an adequate opportunity for the City Manager to discuss her evaluation with Council .

5. Benefits

(A) Manager shall be entitled to participate in the Ohio Public Employees Retirement System and receive sick leave, vacation leave, other personal leave and health, dental, vision and life and disability insurance benefits which are provided during the term of this Agreement to other full-time, non-union employees of Clayton and such other additional benefits as Council may, from time to time, approve.

(B) The City shall budget for and pay for reasonable travel and subsistence expenses for professional and official travel, meetings and other functions adequate to continue the professional development of the Manager and to adequately pursue necessary official functions for the City, including but not limited to the OCMA Annual Conference, the ICMA Annual Conference within the continental United States, and the Ohio Municipal League.

(C) The City shall budget and pay for travel and subsistence expenses of the Manager for attendance at short (1 or 2 day) courses, institutes and seminars that are necessary for Manager's professional development and for the good of the City.

(D) Universal Leave: Manager shall be entitled to paid universal leave in accordance with established City policy.

Upon the effective date of this Agreement, Manager shall be credited with 25 days of EL pursuant to the City's EL Policy which effectively begins Manager at Year 14 per the current EL Policy. Thereafter, Manager shall receive EL leave pursuant to the EL Policy.

Upon the effective date of this Agreement, Manager shall be credited with 386.8 hours of ESL. Thereafter, Manager shall receive ESL leave pursuant to the ESL Policy.

(E) Health Insurance Manager shall be covered by the same health, dental and vision plans as all other non-union full-time employees and shall be subject to the same premium sharing requirements applicable to said employees.

Upon the effective date of this Agreement, Manager shall be subject to the 80% category for HSA Funding for the first year of employment. Thereafter, Manager will be subject to the terms of HSA Funding Policy in effect.

(F) Life Insurance: Manager shall be eligible for \$50,000.00 group term life insurance with 100% of the premium payable by Clayton and the beneficiary to be designated by Manager.

(G) Civic Organizations: Clayton shall pay for the reasonable membership fee and/or dues to enable Manager to become an active member in a local civic organization

(eg. Rotary, Optimist, Kiwanis, etc.)

(H) Other Benefits: Except to the extent modified by this Agreement, all provisions of the Clayton Charter and legislative enactments adopted by Clayton Council relating to fringe benefits for other non-union full-time employees of Clayton as they now exist or hereafter may be amended shall also apply to the Manager.

6. Term of Agreement, Renewal and Early Termination

(A) Manager shall perform the duties provided hereunder for a period commencing February 5, 2026 until midnight January 31, 2029(the "Term"), subject to the terms and conditions regarding earlier termination or expiration as described herein. Said term shall automatically renew for successor terms of thirty-six (36) months each (the "Successor Term") unless either the City or Manager have provided written notice to the other at least one hundred eighty (180) days prior to the end of the Term, or Successor Term(s) of the City's or Manager's intent to not renew the Agreement.

(8) Council shall have the right to cause the Term or Successor Term to earlier end:

(i) for misfeasance, malfeasance or nonfeasance in office at anytime during the Term or Successor Term; and

(ii) For any reason other than misfeasance, malfeasance or nonfeasance in office by giving at least 14 days prior written notice to Manager of the exercise of the City's right to terminate the Agreement.

(C) Manager shall have the right to cause the Term or Successor Term to end in the event of material breach of the terms of this Agreement by Clayton by giving at least 90 days prior written notice to Clayton of the exercise of her right to terminate the Agreement, and failure of Clayton to cure said breach during said time period.

7. Early Termination and Severance Pay

In the event of Clayton's election to not renew this Agreement or for early termination of Manager's employment with Clayton before completion of the Term or Successor Term, or Manager's termination by reason of material breach by Clayton, Manager shall receive payment for all accrued universal leave, sick leave and extended sick leave in accordance with City policy in accordance with the terms of said deferred comp plan, and shall continue to participate in Clayton's health insurance plan under the premium sharing provisions described at paragraph 5 and shall be entitled to severance pay if applicable in accordance with the following schedule:

(A) If Council terminates Manager for misfeasance, malfeasance or nonfeasance in office, Manager is not entitled to health insurance continuation or severance pay.

(8) If the City elects to not renew this Agreement, Manager shall be entitled to payment through the end of the Term and severance pay consisting of health insurance and salary continuation (or lump sum payment at the City's discretion) for six (6) months thereafter or until Manager commences other equivalent full-time employment, whichever comes first.

(C) If Manager terminates this Agreement for material breach that is not cured by Clayton within the time period provided herein, and more than twelve (12) months remain in the Term or Successor Term, Manager shall be entitled to health insurance and salary continuation (or lump sum payment at the City's discretion) for twelve (12) months or until Manager commences other equivalent full-time employment, whichever comes first.

(D) If Manager terminates this Agreement for material breach that is not cured by Clayton within the time period provided herein, and less than twelve (12) months remain in the Term or Successor Term, Manager shall receive health insurance and salary continuation (or lump sum payment at the City's discretion) equivalent to the remaining months in the Term or Successor Term but not less than six (6) months, or until Manager commences other equivalent full-time employment, whichever comes first.

(E) If Manager elects to not renew this Agreement or if Manager elects to terminate this Agreement early for other than material breach that is not cured by Clayton, she shall not be entitled to severance pay.

(F) If Council in its sole discretion exercises its right to earlier terminate Manager for any reason other than misfeasance, malfeasance or nonfeasance during the initial Term of February 5, 2026 until January 31, 2029, Employee shall be entitled to health insurance and salary continuation (or lump sum payment at the City's discretion) of nine (9) months, or until Manager commences other equivalent full-time employment, whichever comes first. If Council exercises its right to renew this Agreement, then during the Successor Term(s), if Council in its sole discretion exercises its right to earlier terminate Manager for any reason other than misfeasance, malfeasance or nonfeasance, Employee shall be entitled to health insurance and salary continuation (or lump sum payment at the City's discretion) of six (6) months, or until Manager commences other equivalent full-time employment, whichever comes first.

8. Application Of Charter

This Agreement shall be subject to the provisions of the Clayton City Charter which shall prevail over any contrary provisions contained in this Agreement.

9. Indemnification

In accordance with Ohio Revised Code Section 2744.07, Clayton shall defend and indemnify Manager in connection with all civil proceedings in any state or federal court to recover damages for injury, death or loss to persons or property allegedly caused by an act

or omission of the Manager in connection with the performance of a governmental or proprietary function provided the act or omission occurred or is alleged to have occurred while Manager was acting in good faith and not manifestly outside the scope of her employment or official responsibilities.

Clayton shall provide and pay for any surety or other bonds required by Clayton's insurance carrier that secure performance of any function by the Manager.

10. Complete Agreement.

This Agreement represents the complete understanding between Clayton and Manager and cannot be modified in any respect unless such modification is evidenced by a written instrument signed by both parties. Manager agrees that in entering into this Agreement she does not rely on any statements or representations not contained in this Agreement. This Agreement supersedes any and all prior agreements, arrangements, and understandings between Manager and the City.

IN WITNESS HEREOF, the parties hereto have executed this Agreement effective as of the date first above written.

CITY OF CLAYTON, OHIO