

**RECORD OF RESOLUTIONS**

Resolution No.: 2013-06

Passed: March 11, 2013

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**A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR TO SIGN AN EMPLOYMENT CONTRACT AND COVENANT NOT TO COMPETE**

WHEREAS, the Village of West Lafayette, Ohio is desirous of hiring an individual as a Utility Technician II; and

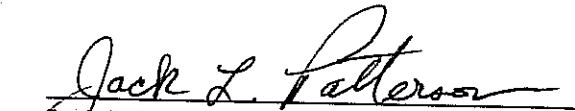
WHEREAS, the position of Utility Technician II requires extensive training and costs to the Village of West Lafayette, Ohio;

NOW THEREFORE, be it resolved by the Village of West Lafayette, Ohio as follows:

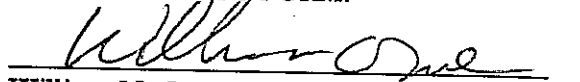
SECTION I. The Mayor of West Lafayette, Ohio, Jack Patterson, is hereby authorized and directed to sign the attached employment agreement and non-competition agreement.

SECTION II. That said Resolution is an emergency Resolution necessary for the health, safety, and welfare of the citizens of West Lafayette, Ohio for reason that a Utility Technician II is needed immediately and this Resolution is passed as an emergency and shall be in effect immediately upon passage and signing by the Mayor.

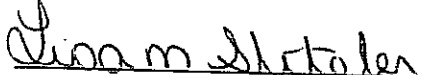
PASSED IN COUNCIL THIS 11th day of March 2013

  
\_\_\_\_\_  
Jack L. Patterson, Mayor

APPROVED AS TO FORM:


  
\_\_\_\_\_  
William M. Owens, Solicitor for the Village  
of West Lafayette, Ohio

ATTEST:

  
\_\_\_\_\_  
Lisa Stiteler, Fiscal Officer

**CERTIFICATE OF POSTING**

The foregoing Resolution was posted according to law this 12<sup>th</sup> day of 12<sup>th</sup> March, 2013

  
\_\_\_\_\_  
Fiscal Officer

**NON-COMPETITION AGREEMENT**

During the term of this agreement the employee shall not by himself or with others; organize or plan any activity which is the same or similar as to his activities and employment with employer; notwithstanding, he may engage in consulting work provided it does not interfere with his duties and employment for the Village of West Lafayette, Ohio.

The provisions of this agreement shall apply for a period of two (2) years following the termination of his employment for any reason except these provisions shall not apply if employer wrongfully discharges employee. Employee understands he is an employee at will and may be discharged for cause or without cause. During that two (2) year period the employee or any of his agents may not engage in any profession or employment within Coshocton County or any county immediately adjacent to Coshocton County which is the same or similar to his employment with the Village of West Lafayette, Ohio or for which he is able to use or benefit from any of the licenses he has obtained while an employee for the Village of West Lafayette, Ohio.

The employer and employee acknowledge that great cost and time will be expended by the Village of West Lafayette, Ohio in the training of employee and paying the cost of obtaining the required Class I and II licenses by employee.

If any of the provisions of this agreement are held to be unreasonable and unenforceable by any court of competent jurisdiction those provisions shall be deemed to have been automatically amended so as to apply only to the extent that they are reasonable.

Should the agreement be found to be unreasonable and unenforceable employee will pay to the Village of West Lafayette, Ohio all costs and expenses associated with his training and the cost and expenses of his receipt of the Class I and II licenses that are being provided at the cost and expense of the Village.

Each party agrees this agreement is supported by valuable consideration and is a condition prerequisite of hiring employee or retaining employee.

*Harriet K. Buse*  
*Lisa M. Stetler*

*[Signature]*  
Employee

*Jack L. Patterson*  
Mayor

APPROVED AS TO FORM AND PREPARED BY:  
*[Signature]*  
William M. Owens, Solicitor  
Village of West Lafayette, Ohio

## **EMPLOYMENT AGREEMENT FOR UTILITY TECHNICIAN II**

The Village of West Lafayette, Ohio, hereinafter called "Village" and Jarrod B. Grove, hereinafter called "employee" enter into a contract of employment wherein the Village will be the employer and the employee will be an employee of the Village.

The employment of employee shall commence the 4<sup>th</sup> day of March, 2013. Employee shall be an employee at will and nothing contained herein shall be relied upon as a contract for a specific term of months or years. The employee may be terminated from employment for cause or without cause.

Employee's benefits and wage specifications will be contained in the ordinances for the Village of West Lafayette, Ohio and shall be incorporated herein by reference as though fully re-written.

Employee will be provided with a general job description but the job description is not a limitation on the scope and duties of the employee. The employee will also perform such duties as he is instructed to perform by the Mayor or his agent, in the Mayors absence.

The employee as a condition of employment will obtain a Class I and Class II license for both the Water Plant and the Waste Water Treatment Plant as required by the Ohio Administrative Code Chapter 3745-7 (OAC). The employee will obtain the Wastewater license first. The employee will have four opportunities to pass the Waste Water Class I test starting with the test given in the spring of 2013. Once the employee has received his Class I Waste Water license he will have three opportunities to pass each of the remaining tests. Failure to obtain any of these licenses within the schedule will cause the employee to be terminated for cause. As used in this section opportunities means each time the applicable test is given by the Ohio EPA. The test for each license is typically given twice per year.

Employee will perform services for the Village of West Lafayette, Ohio as an hourly employee. He will perform full time services for the Village of West Lafayette, Ohio not less than forty (40) hours per week.

The Village will provide for and pay for employee to receive his licenses according to guidelines set forth in the ordinances for the Village of West Lafayette, Ohio, which ordinances are incorporated herein as fully rewritten.

In consideration of said employment, and the payment of the Village for specialized training, the employee agrees to execute a separate non-competition agreement, which shall be incorporated herein by reference as though fully rewritten. The parties agree that the non-competition agreement is not overly restrictive upon the rights of employee and is not a restraint of trade. The non-competition agreement is in the best interest of the parties and the public. The parties agree that employer is providing training and education for employee in a highly technical area. It is understood that because employer is a public entity that competition does not exist in the normal sense; however, it would be unfair for employee to become employed within or without the public sector within the defined district after having obtained his licenses at the expense of the Village.

In the event, for any reason, the non-competition agreement is found not to be enforceable by a court of law or if for any reason the employee leaves the employment of the Village of West Lafayette within two years and becomes employed by an employer within Coshocton County or any immediately adjacent county in the same or similar position the employee will repay the Village for any and all costs expended by the Village in order for employee to obtain his license and for all costs of training. Same or similar positions will be construed to mean any employment whereas employee uses any of the licenses he obtained while in the employ of the Village of West Lafayette, Ohio. The Village may obtain a judgment contra the employee for all costs and expenses and execute on said judgment if necessary.

The starting wage for a Utility Technician II is \$12.68 per hour. After completing their probationary period, not to exceed 90 days, the wage will change to \$13.68 per hour.

Once the Utility Technician II has passed the Class I Waste Water Test his hourly rate shall increase by \$0.50 per hour. Once the Utility Technician II has received his Class I Waste Water license or 18 months from the date which he passes the Class I test whichever occurs sooner the hourly rate shall increase by \$0.50 per hour.

Once the Utility Technician II has passed the Class I Water Test his hourly rate shall increase by \$0.25 per hour. Once the Utility Technician II has received his Class I Water license or 18 months from the date which he passes the Class I test whichever occurs sooner the hourly rate shall increase by \$0.25 per hour.

Once the Utility Technician II has passed the Class II Water Test his hourly rate shall increase by \$0.25 per hour. Once the Utility Technician II has received his Class II Water license or 24 months from the date which he passes the Class II test whichever occurs sooner the hourly rate shall increase by \$0.25 per hour.

Once the Utility Technician II has passed the Class II Waste Water Test his hourly rate shall increase by \$0.25 per hour. Once the Utility Technician II has received his Class II Waste Water license or 24 months from the date which he passes the Class II test whichever occurs sooner the hourly rate shall increase by \$0.25 per hour.

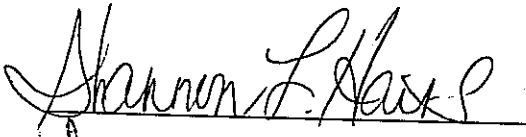
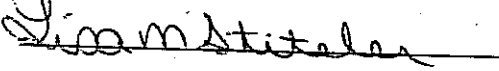
The employee may engage in consulting on his own time and will not be in violation of this agreement provided he is available for fulltime employment with the Village of West Lafayette for at least forty (40) hours per week and at such other times as he is called upon to work by the Mayor or the Mayor's agent.

The employee will not be required to reside within the Village of West Lafayette, provided he is able to respond and arrive promptly when he is needed.

This contract will be effective upon approval of Council and signing by the Mayor and employee.

If any portion of this agreement is found to be illegal or unconscionable the remaining portions will remain valid and the illegal or unconscionable part will be stricken from the agreement.

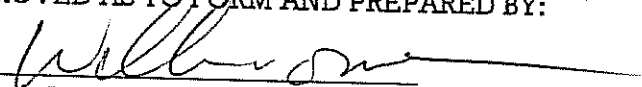
This agreement is the agreement of the parties and neither party is to rely upon oral representations outside of the written contract.

  
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\_\_\_\_\_

  
\_\_\_\_\_  
Employee

  
\_\_\_\_\_  
Mayor

APPROVED AS TO FORM AND PREPARED BY:

  
\_\_\_\_\_  
William M. Owens, Solicitor  
Village of West Lafayette, Ohio