

(Mayor Potter)

CITY OF KIRTLAND

RESOLUTION NUMBER 21-R-11

A RESOLUTION CONFIRMING THE APPOINTMENT OF MARY KOVALCHIK AS THE PART-TIME FINANCE DIRECTOR FOR THE CITY OF KIRTLAND, PURSUANT TO CONTRACT AND TO THE EXTENT OF THIS CONTRACTUAL ARRANGEMENT ONLY, AND DECLARING AN EMERGENCY.

WHEREAS, Mary Kovalchik has served as the Finance Director for the City of Kirtland pursuant to a duly authorized agreement that terminates April 1, 2021; and

WHEREAS, the Finance Director has served in her role during the term of the initial contract in an admirable manner and fashion such that the Mayor and Finance Director have agreed to a one-year extension; and

WHEREAS, City Council has determined that, for the public health, safety and welfare, the City needs to maintain, without interruption, the expert management and oversight of the Department of Finance and financial business of the city by a duly qualified Finance Director and avoid an interruption therein; and

WHEREAS, the Mayor and City Council agree that Mary Kovalchik should be re-appointed as Part Time Finance Director for the City of Kirtland, in accordance with the Agreement marked Exhibit "A" attached hereto, and made a part hereof, commencing and pursuant to the execution of the attached contract; and

WHEREAS, Mary Kovalchik agrees to the terms of the aforesaid contract; and

WHEREAS, Kirtland Codified Ordinance 220.25 requires the posting of copies of enacted legislation for fifteen consecutive days in three places within the City, those being City Hall, the Kirtland Public Library, and the Kirtland Community Center; and

WHEREAS, due to the current state of emergency in Ohio stemming from the COVID-19 pandemic, at some point City Hall, the Kirtland Public Library, and the Kirtland Community Center have been closed in order to protect both the community and the staff from potential infection; and

WHEREAS, Kirtland Codified Ordinance 220.25 grants City Council the authority to modify the posting requirement.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Kirtland, County of Lake and State of Ohio, that:

SECTION I: This Council hereby confirms the Mayor's appointment of, and authorizes the Mayor to enter into an agreement with, Mary Kovalchik as the City of Kirtland's Part-time Finance Director, to serve in the capacity and position of Part-time Finance Director for the City of Kirtland, pursuant to the terms of the Agreement attached hereto, marked Exhibit "A" and made a part hereof.

SECTION II: Mary Kovalchik shall be paid an annual salary of Thirty-Five Thousand Dollars and 00/100 Cents (\$35,000.00), payable monthly, for the term of this one-year agreement.

SECTION III: The Director of Finance is authorized and instructed to issue such vouchers and expend all funds necessary to pay said wages and salary.

SECTION IV: The City Council, pursuant to its authority in Kirtland Codified Ordinance, Section 220.25 and due to the COVID-19 pandemic, hereby modifies the requirement to post this enacted legislation in three places and instead requires the following:

1. If City Hall, the Kirtland Public Library, and/or the Kirtland Community Center are open on the effective date of this enacted legislation, then the Clerk of Council is hereby directed to post the enacted legislation for fifteen (15) consecutive days after its effective date in each facility; and
2. Should any of the facilities listed above be closed on the effective date of the enacted legislation, then the Clerk of Council is not required to post the enacted legislation in that facility; and
3. The Clerk of Council is hereby directed to post the enacted legislation on the City of Kirtland's website for fifteen (15) consecutive days after the effective date of this legislation.

SECTION V:

(a) It is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were passed 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.

(b) This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City, and for the further reason that it is necessary to continue the services of the Finance Director to oversee and/ or otherwise manage the Department of Finance, and it is further necessary to provide for the usual and customary operations of the City; wherefor, this Resolution shall be in full force and effect immediately upon its passage by the affirmative vote of five (5) members of Council and approval by the Mayor, otherwise this Resolution shall be in effect from and after its adoption at the earliest period allowed by law.

First Reading: _____
Second Reading: _____
Third Reading: _____

DATE PASSED: _____

President of Council

Submitted to the Mayor for his
Approval on this _____ day of
_____, 2021.

ATTEST:

Approved by the Mayor, this _____ day
of _____, 2021.

Clerk of Council
Appt. of Finance Director

Mayor Kevin F. Potter

FINANCE DIRECTOR EMPLOYMENT AGREEMENT

This Finance Director Employment Agreement (“Agreement”) is entered into and made effective the 1st day of April, 2021, by and between the City of Kirtland, Ohio, a municipal corporation (“City”) and Mary Kovalchik, an individual (“Finance Director”).

RECITALS

WHEREAS, the City desires to employ Mary Kovalchik, on a part-time basis, to serve in the position of Finance Director for the City, which position is prescribed by Article II of the City’s Charter and Chapter 236 and referred to in other relevant sections of the Kirtland Code of Ordinances;

WHEREAS, the Finance Director desires to perform and assume responsibility for the provisions of professional services, consistent with the aforesaid Charter, Code and terms of this agreement to the City, its Mayor and City Council or officials;

WHEREAS, the parties wish to establish the terms and conditions of the Finance Director’s services to the City, under the aforesaid Charter and Code and through the terms of this Agreement;

WHEREAS, the undersigned Finance Director has represented to the city that the undersigned possesses the qualifications to perform the duties and functions of the Finance Director and the city has relied upon said representations;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, City and Finance Director, hereby agree as follows:

AGREEMENT

1.0 EMPLOYMENT AND DUTIES

1.1 Duties. City hereby employs Mary Kovalchik, as Finance Director, on a part-time basis, for the City to perform the functions and duties of the Finance Director as specified in this agreement and in the City’s Charter; Municipal Code and such other pertinent and relevant provisions of the Ohio Revised Code, applicable to the position of Finance Director and its

functions and duties. Said Finance Director shall perform such other services, functions and duties as the Mayor or City Council shall, from time to time, direct or assign. The Finance Director shall perform these functions and duties in an efficient, competent, and ethical manner and shall devote the Finance Director's best efforts and attention thereto.

1.2 Work Schedule. It is understood by the parties that the position created herein and the services, functions and duties shall be performed on a part-time basis by the Finance Director. However, the Finance Director is expected to engage in the hours of work that are necessary to fulfill the service, function, duties and obligations of the position, and be available to the Mayor and City Council, outside of normal business hours. The Finance Director or Assistant Finance Director shall attend Council meetings in accordance with the Charter (1 per month minimum) and be reasonably available for work sessions and responses. The services, functions, and duties include but are not limited to the following:

1.2.1 Approve and sign all checks and purchase orders ensuring City funds are properly allocated and disbursed. Supervise and be responsible for the disbursement of all expenditures so that appropriation and cash resources are not exceeded.

1.2.2 Establish and maintain relationship with financial institutions.

1.2.3 Oversee and maintain all general accounting activities and prepare monthly financial statements for City Council and the Mayor. Maintain a general accounting system for the City; keep accounts for and exercise budgetary control over the funds; keep separate appropriate accounts, each of which shall show the amount of appropriation, the encumbrances thereon, the amounts expended therefrom, and the unencumbered balance therein.

1.2.4 With the assistance of 3rd-party vendor, if necessary, prepare Government Accounting Standards Board (GASB) financial statements for the State of Ohio. Prepare for the City, as of the end of each fiscal year, a financial statement and report.

1.2.5 Serve as primary liaison with the State Auditor and oversee fiscal audits.

1.2.6 Assist in the development of budget and track and monitor expenses throughout the year.

1.2.7 Oversee all cash management activities. Supervise the receipt and recording of all fees and revenue due to the City.

1.2.8 Oversee payroll reports and workers' compensation insurance.

1.2.9 Serve as the City Tax Administrator, recommending penalty abatements and administering annual compliance.

1.2.10 Supervise City Clerk or clerks, involving training, coaching, monitoring and insuring her, his or their capable of performance.

1.2.11 Oversee City's information and communication technology activities with respect to Finance and assist, with recommendations to the Mayor and City Council, regarding other IT activities of the city.

1.2.12 Serve as a member of the Mayor's leadership team participating in the development of strategy, policies and programs.

1.3 In addition to the foregoing services, functions, and duties, the Finance Director shall supervise the conversion of the current Sage 100 accounting system to an agreed-upon government accounting software acceptable to the City. The Finance Director shall also provide reports, insights and data available from the present and future accounting system to the Finance Committee of Council and the Administration.

1.4 The Finance Director shall also be responsible to supervise any Assistants or other employees of the City's Finance Department or any sub-department thereof.

1.5 Except for acting as Director of Finance for the City of Lyndhurst, Ohio, Finance Director shall not engage in any other business duties or pursuits, or directly or indirectly render any services of the business, commercial or professional nature to any other person or organization, whether for compensation or otherwise, that is or may be competitive with the City that might cause a conflict of interest with the city, or that might otherwise interfere with the business or operation of the City or the satisfactory performance of the services, functions and duties of the Finance Director.

2.0 TERM

2.1 Commencement and Effective Date. The Finance Director shall commence services hereunder on the effective date of this agreement as written on Page 1, or such other date upon which the Mayor and Finance Director may, with the consent of City Council, mutually agree, in either event such date will also be deemed the effective date of this Agreement ("Effective Date").

2.2 Term of Agreement. This Agreement shall be in effect and shall terminate on March 31, 2022 unless terminated early pursuant to Section 2.3 of this Agreement.

2.3 Termination by City or Finance Director. It is understood that the Finance Director is an "employee at will" and the City, pursuant to Article II of the Charter may terminate this agreement at any time with or without cause and without entitlement to severance pay. Likewise, the Finance Director may terminate services and this Agreement upon giving 30 days written notice to the City.

3.0 COMPENSATION

3.1 The Finance Director shall be paid a salary of Thirty-Five Thousand Dollars (\$35,000.00) per year, payable monthly, for the period commencing April 1, 2021 and shall continue until the termination of this Agreement.

4.0 BENEFITS

4.1 PERS. The Finance Director shall be enrolled in the Ohio Public Employee's Retirement System ("PERS") and the City shall pay the full employer contribution and the portion, if any, of the Finance Director's contribution required by the PERS.

5.0 BONDS

5.1 City shall bear the full cost of any fidelity or other bonds, which may be required in the performance of the Finance Director's services under this Agreement.

6.0 GENERAL PROVISIONS

6.1 Entire Agreement. This Agreement represents the entire agreement between the parties and supersedes any and all other agreements, either oral or in writing, between the parties with respect to the Finance Director's employment by the City and contains all the covenants and agreements between the parties with respect to such employment. Each party to this Agreement and acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by either party, or anyone acting on behalf of either party, which are not embodied herein, and that no other agreement, statement or promises not contained in this Agreement shall be valid or binding upon either party.

6.2 Amendment. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing, which amendment shall require City Council's approval.

6.3 Notices. Any notice required or permitted by this Agreement shall be in writing and shall be personally served or shall be sufficiently given when served upon the other party as sent by United States Postal Service, postage prepaid and addressed as follows:

To City:	To Finance Director
Mayor, City of Kirtland	Mary Kovalchik
9301 Chillicothe Rd.	7780 Hunting Lake Drive
Kirtland, OH 44094	Concord Twp., OH 44077

Notices shall be deemed given as of the date of personal service or upon the date of deposit in the course of transmission with the United States Postal Service.

6.4 Conflicts Prohibited. During the term of this Agreement, the Finance Director shall not engage in any business or transaction or maintain a financial interest which conflicts, or reasonably might be expected to conflict, with the proper discharge of the Finance Director's duties under this Agreement. The Finance Director shall comply with all requirements of law concerning conflicts of interest.

6.5 Effect of Waiver. The failure of either party to insist on strict compliance with any of the terms, covenants or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

6.6 Partial Invalidity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

6.7 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, which are in full force and effect as of the date of execution and delivery of each party hereto.

IN WITNESS WHEREOF, the City of Kirtland has caused this Agreement to be signed and executed on its behalf by the Mayor and Finance Director on the date herein above set forth.

City of Kirtland, Ohio

By:

Kevin F. Potter, Mayor

Finance Director

Mary Kovalchik