

**RESOLUTION NO. R24-31**

**A RESOLUTION BY THE TROTWOOD CITY COUNCIL TO ENTER INTO AN EMPLOYMENT AGREEMENT WITH QUINCY E. POPE, SR. TO SERVE AS CITY MANAGER FOR A FIVE (5) YEAR TERM.**

**WHEREAS**, Quincy E. Pope, Sr. currently serves as the City Manager for the City of Trotwood; and

**WHEREAS**, the City Manager’s current contract, approved June 20, 2020 by City Council via Resolution No. R20-53, is set to expire on May 2, 2024; and

**WHEREAS**, City Council desires to keep Quincy E. Pope, Sr. as the City Manager and, therefore, wishes to enter into a new employment agreement for a term of five (5) years.

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

**SECTION I:** City Council hereby reappoints Quincy E. Pope, Sr. to serve as City Manager effective May 1, 2024 for a term of five (5) years and approves the Employment Agreement attached hereto and incorporated herein as Exhibit A.

**SECTION II:** This Resolution shall take effect and be in force from and after the date of its passage.

Passed this 4th day of March, 2024.

ATTEST:

APPROVED:

  
\_\_\_\_\_  
KARA B. LANDIS  
CLERK OF COUNCIL

  
\_\_\_\_\_  
YVETTE F. PAGE  
MAYOR

  
\_\_\_\_\_  
TYNA R. BROWN  
VICE-MAYOR

CITY OF TROTWOOD  
3035 OLIVE ROAD  
TROTWOOD, OHIO 45426

### CERTIFICATE OF RECORDING OFFICER

I, the undersigned, hereby certify that the foregoing is a true and correct copy of Resolution No. R24-31 adopted by the Trotwood City Council at a regular scheduled meeting held on the 4th day of March, 2024, and that I am duly authorized to execute this certificate.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
KARA B. LANDIS  
CLERK OF COUNCIL

## **EMPLOYMENT AGREEMENT**

This Agreement, effective this **1st** day of **May, 2024**, by and between the City of Trotwood, Ohio, a municipal corporation, with governmental offices located at 3035 Olive Road, Trotwood, Ohio (hereinafter referred to as the “City”) and Quincy E. Pope, Sr. of Trotwood, Ohio (hereinafter referred to as “ Mr. Pope”).

### **WITNESSETH:**

WHEREAS, the City desires to retain the services of Mr. Pope as City Manager of the City as provided by City Charter; and

WHEREAS, it is the desire of the Trotwood City Council (hereinafter referred to as the “Council”) to maintain certain benefits, conditions of employment, and working conditions of Mr. Pope; and

WHEREAS, Mr. Pope desires to extend his employment as City Manager of the City.

NOW, THEREFORE, in consideration of the foregoing recitations, mutual covenants and agreements herein contained, the parties hereto agree as follows:

### **SECTION 1. TERM.**

- A. This Agreement is for a period of five (5) years of employment commencing May 1, 2024 through April 30, 2029.
- B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Council to terminate the service of Mr. Pope at any time, subject only to the provision set forth in SECTION 2 of this Agreement and the provisions of the Charter and Ordinances of the City and Laws of Ohio pertaining to public offices in effect at the time of the termination.
- C. Mr. Pope agrees to remain in the exclusive employ of the City beginning with the execution of this Agreement. During this period, Mr. Pope shall neither seek nor accept any other employment unless this Agreement is earlier terminated as hereinafter provided.
- D. Nothing in this Agreement is intended to prevent, limit or otherwise interfere with the right of the Mr. Pope to resign at any time from his position with the City, subject only to the provision set forth in SECTION 2 of this Agreement.

**SECTION 5. VACATION.**

Mr. Pope shall be entitled to an annual vacation allowance in accordance with the Trotwood Personnel Manual reflecting his total years of public service.

**SECTION 6. SICK LEAVE AND OTHER BENEFITS.**

Mr. Pope shall receive such benefits and sick leave as are provided to other non-union full-time employees of the City as set forth in Chapter 151 "Employment Provisions" of the Trotwood Codes of Ordinances.

**SECTION 7. RETIREMENT BENEFITS.**

Mr. Pope shall receive twelve percent (12%) per year of his annual compensation contributed to the ICMA Deferred Compensation Plan or a similar plan during the contract term and any extension or removal period.

**SECTION 8. AUTOMOBILE ALLOWANCE.**

Mr. Pope shall be granted the use of a City-owned automobile. In lieu thereof, the City may pay to Mr. Pope the sum of Five Hundred Twenty-Five Dollars (\$525.00) per month as and for an automobile allowance.

**SECTION 9. MEMBERSHIP AND DUES.**

Mr. Pope shall receive payment for his International City Managers Association, (ICMA), Ohio City Managers Association, and International Council of Economic Development, (ICED), dues. Membership in local professional memberships and/or obligations such as the Dayton Area City Managers, the Mayors and Managers Association, and the Interstate 70/75 Development Association shall be paid by the City.

**SECTION 10. CONFERENCES AND TRAINING.**

The City shall be responsible to pay the expenses of Mr. Pope to attend the ICMA annual conference and legislative conference, the Ohio State Association conference, and the International Council of Economic Development conference (ICED), including the reasonable expenses related thereto, i.e. travel, food, lodging and registration costs. The City will annually budget for Mr. Pope's conferences and training and the budgeted amount shall be available to Mr. Pope to attend conferences and training at his discretion.

**IN WITNESS, WHEREOF**, the City of Trotwood has caused this Agreement to be signed and executed, in duplicate on its behalf by its City Council, duly attested by its Clerk of Council, and Mr. Pope has signed and executed this Agreement, also in duplicate, the day and the year first above written.

**ACCEPTED BY:  
CITY OF TROTWOOD, OHIO**

By: \_\_\_\_\_  
Yvette F. Page, Mayor

By: \_\_\_\_\_  
Tyna R. Brown, Vice-Mayor

By: \_\_\_\_\_  
Bettye L. Gales, Council Member

By: \_\_\_\_\_  
Charles Ron Vaughn, Council Member

By: \_\_\_\_\_  
Rhonda C. Finley, Council Member

By: \_\_\_\_\_  
Denise Moore, Council Member

By: \_\_\_\_\_  
Martha H. Clark, Council Member

**ATTEST:**

\_\_\_\_\_  
Kara B. Landis, Clerk of Council

By: \_\_\_\_\_  
Quincy E. Pope, Sr., City Manager

**APPROVED AS TO FORM:**

\_\_\_\_\_  
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Coolidge Wall Co., L.P.A  
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Dayton, Ohio 45402-1289  
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