

EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT ("Agreement") is entered into and effective on September 1, 2025 by and between the City of Bexley (hereinafter called the "City"), and Gary D. Lewis, Jr. (hereinafter called the "Employee"), in accordance with the action of its Mayor and City Council as found in the minutes of the meeting held on the 24th day of June, 2025 and in accordance with applicable Ohio law, the City's Charter, and the City's Ordinances and Resolutions.

Preamble

The City desires to employ the Employee as Chief of Police for its Police Department as well as Director of Special Projects.

The Employee is a law enforcement officer certified by the Ohio Peace Officer Training Academy, and otherwise has the qualifications necessary to serve as Chief of Police for the City.

Statement of Agreement

Now, therefore, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Term of Employment. For the purposes and upon the terms and conditions hereinafter set forth, the City hereby employs the Employee to serve as Chief of Police and Director of Special Projects, and the Employee hereby accepts such employment with the City, with a start date of September 1, 2025. This Agreement shall remain in full force and effect, unless terminated pursuant to the terms set forth herein, from September 1, 2025 through August 31, 2030.

2. Duties and Obligations. The Employee shall serve the City as Chief of Police and Director of Special Projects and shall have such responsibilities and duties that are commensurate with the duties established by the City's Charter, Ordinances and Resolutions of City Council, and the general laws regarding police departments under the Ohio Revised Code, to the extent they are not inconsistent with the City's Charter, Ordinances, and Resolutions. The Employee shall devote his full time, attention and energy to the operation of the Police Department and the performance of his duties hereunder. The Employee shall discharge such duties in a diligent and proper manner and shall conduct himself at all times so as to advance the best interests of the City of the Police Department.

During the term of this Agreement, the Employee agrees to comply with and maintain any and all oaths, certifications, training, or other criteria applicable to a police officer, law enforcement

officer, or chief of police, as the case may be, regardless of whether such compliance is required by the City's Charter, Ordinances and Resolutions of City Council, or the Ohio Revised Code, as all may be amended from time to time.

4. Compensation. The Employee shall receive a one-time retention bonus of seventy-five hundred dollars (\$7,500) upon commencement of the term of this agreement, and an annual salary through the 2025 calendar year of one hundred ninety-four thousand dollars (\$194,000) less all required deductions, payable in accordance with the City's normal payroll practices. Subsequent cost of living increases and annual salary will be determined as part of the City's annual budget and pay ordinance process. The City and the Employee shall each make contributions to the Ohio Police and Fire Pension Fund at the level required by the Ohio Revised Code.

As additional compensation should the Employee establish a principal residence within the City of Bexley, the City shall provide him a monthly stipend of one thousand dollars (\$1,000) during the time he continues to occupy a principal residence in Bexley.

5. Benefits. Except as otherwise provided in this Section 5, the Employee shall be entitled to the benefits specified, from time to time, in Section 262.02 of the City's Administrative Code, and such benefits established by City Council shall be at least as favorable as those provided for police officers of the City.

6. Termination.

- A. Termination for Cause.** The City may terminate this Agreement, and the Employee's employment, in accordance with Article IX, Section 47 of the City's Charter, for incompetence, neglect of duty, immorality, substance abuse, failure to obey orders given by a proper authority, or for any other just and reasonable cause. The City shall comply with the disciplinary procedures described in Article IX, Section 47 of the City's Charter, as may be amended from time to time. Upon termination of the Employee's employment pursuant to Article IX, Section 47 of the City's Charter, the Employee shall not be entitled to receive any compensation or other benefits under this Agreement, except as otherwise expressly provided by law.
- B. Termination by City for Convenience.** The City may terminate this Agreement at any time, at its sole discretion, by providing the Employee with at least ninety (90) days advance notice of its intent to terminate this Agreement. Should the City exercise its right to terminate under this paragraph, the Employee shall be entitled to severance pay equal to two months' salary, payable upon separation.
- C. Termination by Employee for Convenience.** The Employee may terminate this Agreement and resign from his position at any time by giving the City at least ninety (90) days' advance notice.

7. Consideration. Employee acknowledges that he has received fair and adequate consideration in exchange for his undertakings herein.

8. Notices. Any notice or other communication required or desired to be given hereunder shall be in writing and shall be deemed duly given when personally delivered or when mailed by first class mail, registered or certified, return receipt requested and postage prepaid, addressed to the parties at their respective addresses set forth at the end of this Agreement or such other persons or addresses as shall be given by notice of any party.

9. Actions by the City. Any determination, consent, waiver, agreement or other action under or with respect to this Agreement and its implementation of or by the City (including any grant or additional compensation to the Employee or any modification to this Agreement) shall not be deemed made, taken or effected hereunder unless made, taken or effected in writing.

10. Waiver; Remedies Cumulative. No waiver of any right or option hereunder by any party shall operate as a waiver of any other right or option, or the same right or option as respects any subsequent occasion for its exercise, or of any legal remedy. No waiver by any party of any breach of this Agreement or of any agreement or covenant contained herein shall be held to constitute a waiver of any other breach or a continuation of the same breach. All remedies provided by this Agreement are in addition to all other remedies provided by law or equity.

11. Assignment. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the City. Neither this Agreement nor any rights hereunder shall be assignable by the Employee, and any such purported assignment by him shall be void and of no force or effect.

12. Headings. The headings of the various sections of this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of the sections of this Agreement.

13. Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall be declared invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent of the law.

14. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

15. Jurisdiction/Venue. The parties expressly agree that the Common Pleas Court for Franklin County, Ohio shall have jurisdiction over all matters relating to this Agreement and that any action to interpret or enforce any provision of this Agreement shall be brought and maintained in that Court.

16. Entire Agreement.

The Parties acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms, and the person signing on behalf of each has been authorized to do so. The parties further agree that this Agreement is the complete and exclusive statement of agreement between the parties.

This Agreement may not be amended or modified except by a writing, executed by each of the parties hereto. Any and all agreements, contracts, or understandings, whether prior or contemporaneous, written or oral, are superseded by this Agreement. This Agreement constitutes the entire agreement between the parties.

IN WITNESS WHEREOF, the parties have executed multiple counterparts of this Agreement, each of which is deemed to be an original, as of the date first set forth above.

CITY OF BEXLEY

By: _____ Date: _____
Benjamin J. Kessler, Mayor

_____ Date: _____
Gary D. Lewis, Jr., Employee

Approved as to form:

By: _____ Date: _____
Marc Fishel, City Attorney