City of Ashtabula

Ashtabula City Council Special Meeting
Wednesday, April 23, 2025 at 12:00 PM
Council Chambers
4230 Lake Avenue, Ashtabula, OH 44004

Agenda

1. **Opening of Special Meeting**
   a. Call to Order
   b. Roll Call
   c. Sunshine Law Certification
2. **Statement of Purpose**
   a. A Special Meeting is being held for the purpose of Personnel and Employment.
3. **Welcome and Acknowledgement of Visitors**
4. **Presentation of Legislation**
   a. Public Communications on Legislation
   b. Overview / Discussion
5. **Reading of Legislation**
6. **Legislation - Enactment, Passage or Adoption**
   a. **ORDINANCE NO. 2025 - 61**
   AN ORDINANCE APPOINTING JAMES GOFFE AS DIRECTOR OF FINANCE FOR THE CITY OF ASHTABULA, OHIO, FOR A THREE-YEAR PERIOD COMMENCING ON May 19, 2025, AND AUTHORIZING A WRITTEN CONTRACT OF EMPLOYMENT
7. **Adjournment**

ORDINANCE NO. 2025 - 61

AN ORDINANCE APPOINTING JAMES GOFFE AS DIRECTOR OF FINANCE FOR THE CITY OF ASHTABULA, OHIO, FOR A THREE-YEAR PERIOD COMMENCING ON May 19, 2025, AND AUTHORIZING A WRITTEN CONTRACT OF EMPLOYMENT

WHEREAS, the daily operations of the City require the enactment of this ordinance; and

WHEREAS, the City Council is the appointing authority of the Director of Finance for the City of Ashtabula pursuant to Section 9 of the Municipal Charter of the City of Ashtabula, Ohio, as amended by the residents thereof; and

WHEREAS, the position of Director of Finance for the City of Ashtabula will be vacated by current appointee, Marie Yvrose Augustin, on or about May 30, 2025; and

WHEREAS, a committee of City Council has conducted an extensive interview process with applications for the position and have determined James Goffe is the most qualified candidate for the position and has indicated a willingness to accept an appointment as the Director of Finance for a period of three (3) years; and

WHEREAS, it would be beneficial for Mr. Goffe's employment to overlap for a short time with Ms. Augustin's for the smooth transition of the office of Director of Finance;

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Ashtabula, Ohio:

SECTION 1. That James Goffe is hereby appointed Director or Finance for the City of Ashtabula for a definite term or three (3) years, commencing on May 19, 2025, and terminating on May 19, 2028, conditioned upon acceptance of and signature to the contract for employment attached hereto as an Exhibit, and subject to the terms of said Contract. The President of Council is hereby authorized to enter into said contract with Mr. Goffe.

SECTION 2. It is hereby found and determined that all formal actions of this Council concerning and related to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its Committees that resulted in such formal action were in meetings open to the public in compliance with the requirements of Section 10 of the Municipal Charter of the City of Ashtabula, Ohio, and of Ohio Revised Code Sect ion 121.22.

SECTION 3. For the reasons stated in the preamble, this ordinance, if approved by the votes of five (5) or more members of Council, shall take effect immediately, otherwise 30 days thereafter.

PASSED: _____

_____
John S. Roskovics
President of Council

Vote:

	Yea	Nay
Roskovics:	___	___
Simeone:	___	___
Foglio:	___	___
Guerriero:	___	___
Holman:	___	___
Mills:	___	___
DiGiacomo:	___	___

ATTEST: _____
Stacy L. Millberg
Clerk of Council

APPROVED: _____
James M. Timonere
City Manager

Approved as to form and correctness this _____ day of _____, 2025.

_____
Cecilia M. Cooper, Esq., Ashtabula City Solicitor

CITY OF ASHTABULA
DIRECTOR OF FINANCE APPOINTMENT AGREEMENT

THIS AGREEMENT, by and between THE CITY COUNCIL OF THE CITY OF ASHTABULA, OHIO, 4717 Main Ave, Ashtabula, OH 44004, referred to as "City", and JAMES GOFFE, _____, referred to as "Appointee", is made and entered into as follows:

1. POSITION: The City hereby appoints James Goffe as the Director of Finance for the City of Ashtabula. James Goffe hereby accepts such appointment.

2. DURATION OF APPOINTMENT/LIMITED TERM CONTRACT: Appointee is appointed and hired for a definite period of three (3) years, commencing on May 19, 2025 and continuing until May 19, 2028, or resignation, retirement or termination in accordance with the provisions of this agreement, whichever occurs first.

3. DUTIES: Appointee agrees to perform the duties of the Director of Finance described in the Municipal Charter of the City of Ashtabula, the Codified Ordinances of the City of Ashtabula, and those duties required of a municipal fiscal officer as set forth in the Revised Code of Ohio. Appointee shall perform further duties as are customarily performed by one holding such position in other municipalities.

Appointee shall attend all City Council meetings, unless excused or directed otherwise by the City Council President.

It is the intent of the Parties that the Director of Finance keeps the City Manager fully informed of all significant operations or major undertakings of the Finance Department. Appointee shall provide the City Manager with regular status reports on the operations and activities of the Finance Department. Notwithstanding Appointee' duties as Director of Finance, nothing in this Agreement shall be construed to prohibit direct communications between the City Manager and employees within the Finance Department.

4. COMPENSATION: In consideration of the foregoing, city shall pay Appointee an annual salary in the amount of $92,000 per year, paid in accordance with the payroll policies of the City. Beginning in 2026 and for each subsequent year, Appointee shall receive a salary increase equal to the percentage increase in salary given the supervisory non-union employees of the City of Ashtabula, if any raise is given that year. Any raises take effect the first full pay period of the year. Compensation will be payable in 26 equal bi-weekly installments.

The position of Director of Finance is an exempt position under state and federal wage and hour laws. Appointee's compensation (whether salary or benefits or other allowances) is not based on hours worked. Appointee shall not be entitled to any compensation for overtime, missed meal or rest periods, reporting time, or any other wage and hour benefits conferred upon non-exempt employees under state or federal wage and hour laws. Appointee is expected to engage in those hours of work that are necessary to fulfill the obligations of the Director of Finance position. The Director of Finance does not have set hours of work but is expected, at a minimum, to be available and accessible during normal City business hours.

5. PAID LEAVE AND OTHER BENEFITS: Appointee shall be entitled to two (2) weeks of paid vacation following a 90-day probationary period (calculated from the first day of fulltime employment and to be

used prior to the end of calendar year 2025). On January 1, 2026, Appointee shall be credited with 9.75 years of prior public service for the purpose of calculating vacation accrual moving forward.

Except as specifically provided herein, all other provisions of the Municipal Charter of the City of Ashtabula, the Codified Ordinances of the City of Ashtabula, and the regulations and rules of the City relating to leave, retirement and pension system contributions, holidays and other benefits and working conditions, as they exist or hereafter may be amended, shall apply to Appointee as they would to other supervisory non-union personnel.

City shall bear the full cost of any fidelity or other bonds required of the Director of Finance under any laws or ordinances.

City desires that Appointee be reasonably active in professional organizations that will promote the standing of City and advance City's goals, interests and policy objectives while also providing Appointee with opportunities for the type of professional development that will enhance Appointee's ability to serve City and perform the duties as Director of Finance. Toward this end, Appointee may, upon reasonable notice and approval by the City Council President, join professional organizations and participate in the activities of such organizations in so far as such participation promotes the interests of City and does not unduly interfere with the performance of Appointee's duties as Director of Finance. City agrees to budget and, consistent with that budget, pay for the dues, conference and travel fees, and subscriptions of the Director of Finance necessary for Appointee's participation in national, statewide, regional or professional organizations.

6. PROBATIONARY PERIOD AND EVALUATION: Appointee will serve a probationary period of ninety (90) days, during which the City shall have the unqualified right to discharge Appointee. The probationary period shall begin on the first day for which Appointee received compensation from the City. A written performance review will be conducted by the President of Council and/or his designee(s) at the end of the probationary period.

The City Council shall evaluate Appointee annually in advance of the contract date. The parties shall mutually agree to the evaluation process that will be utilized. The President of Council shall provide the Appointee with a copy of the written report of the Council and provide an adequate opportunity for the Appointee to discuss his evaluation with the Council.

7. ETHICAL OBLIGATIONS: Appointee expressly recognizes and acknowledges that the ethical obligations, responsibilities, and limitations applicable to public officials and appointees applies to Appointee as the Director of Finance of the City of Ashtabula.

8. DISPUTE RESOLUTION: If any dispute arises in connection with this agreement, the parties agree to enter into mediation in good faith to settle such a dispute with a mutually approved mediator. Unless otherwise agreed, the mediation will start not later than twenty-eight (28) working days after written notice. The cost of the mediator shall be split equally between the parties. The commencement of mediation will not prevent the parties commencing or continuing court proceedings.

9. RESIGNATION OR RETIREMENT: In order to provide for the ongoing efficient function of Ashtabula City Council, Appointee agrees to provide sixty (60) days' notice of resignation or retirement.

10. TERMINATION: Pursuant to Municipal Charter of the City of Ashtabula, prior to discharge from the position of Director of Finance for the City of Ashtabula, written charges of malfeasance, misfeasance or nonfeasance in office shall be filed with Council and Appointee shall be afforded a copy thereof. Thereafter, Council may suspend Appointee for a period of not less than ten (10) days nor more than thirty (30) days and, if within ten (10) days of the time Appointee receives a copy of such written charge, Appointee files with Council a written demand for a public hearing thereon before Council, Council shall conduct such public hearing before permanently discharging Appointee or making Appointee's suspension permanent.

All benefits to which Appointee is entitled under this Agreement shall cease upon Appointee's termination in accordance with this section, unless expressly continued under (1) this Agreement; (2) any specific written policy or benefit plan applicable to Appointee; (3) any other agreement for the continued provision of benefits; or (4) unless otherwise required by law.

11. CONFIDENTIALITY: During the term of employment, Appointee may have access to confidential information. Appointee agrees not to disclose any such confidential information with anyone except for authorized personnel.

12. NON-DISCRIMINATION: City and Appointee shall abide by the requirements of equal opportunity employment law. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin, and for inquiring about, discussing or disclosing compensation.

13. ENTIRE AGREEMENT: This agreement constitutes the entire Agreement between the parties. Any changes to or amendments of this agreement shall be in writing.

14. SEVERABILITY: The parties hereto agree that in the event any section or part thereof of this contract is held to be unenforceable or invalid, then said article or part shall be struck, and all remaining provisions shall remain in full force and effect.

15. COUNTERPARTS AND ELECTRONIC SIGNATURES. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same Agreement. Any party shall be entitled to sign and transmit electronic signatures to this Agreement (whether by facsimile, .pdf, or electronic mail transmission), and any such signature shall be binding on the party whose name is contained therein. Any party providing an electronic signature to this Agreement agrees to promptly execute and deliver to the other parties, upon request, an original signed Agreement.

16. GOVERNING LAW. This contract shall be governed, interpreted, and construed in accordance with the laws of the State of Ohio.

17. NOTICES. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be effective upon delivery by hand or three (3) business days after deposit in the United States mail, postage prepaid, certified or registered, and addressed to City at the address below or at the last known address maintained in Appointee's personnel file. Appointee agrees to notify City in writing of any change in Appointee's address during employment with City. Notice of change of address shall be effective only when accomplished in accordance with this Section.

City's notice address: Stacy Millberg, Clerk of Council, 4250 Lake Avenue, Ashtabula, Ohio 44004

Appointee's notice address:_____

IN WITNESS WHEREOF, both parties have executed this agreement in Ashtabula, Ohio, on _____, 2025.

FOR THE CITY COUNCIL OF THE CITY OF ASHTABULA, OHIO:

By: _____ Date:_____
John S. Roskovics, Council President

Attest: _____ Date:_____
Stacy Millberg, Clerk of Council

James Goffe, Appointee:_____ Date:_____

Approved as to legal form.

_____ Date:_____
Cecilia M. Cooper, City Solicitor