

**FAIRFIELD TOWNSHIP**  
**RESOLUTION NO. 26-28**

**RESOLUTION APPROVING AN EMPLOYMENT CONTRACT WITH KIMBERLY A. LAPENSEE AS TOWNSHIP ADMINISTRATOR PURSUANT TO ORC SECTION 505.031 AND DISPENSING WITH THE SECOND READING**

**WHEREAS:** Pursuant to ORC Section 505.031, the Board of Trustees may appoint a Township Administrator who shall be the administrative head of the township under the direction and supervision of the Board and who shall hold office at the pleasure of the Board; and

**WHEREAS:** Kimberly A. Lapensee is by reason of her training and experience competent to act as Township Administrator and shall perform the duties outlined in ORC Section 505.032.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Trustees of Fairfield Township, Butler County, Ohio, pursuant to Chapter 505 of the Revised Code, that:

- Section 1.** Kimberly A. Lapensee will continue as Township Administrator pursuant to ORC Section 505.031 who shall serve as such pursuant to the terms of the "Township Administrator Employment Contract" attached hereto and incorporated as Exhibit "A".
- Section 2.** The Board hereby authorizes the Board President to enter into an Employment Contract with Kimberly A. Lapensee, which agreement fully defines the terms and conditions upon which Kimberly A. Lapensee shall serve as Township Administrator, a copy of which is incorporated herein by reference as Exhibit "A" and the approved salary increase shall commence on and be effective January 1, 2026.
- Section 3.** The Board of Township Trustees hereby authorizes and directs the Township Fiscal Officer to expend such funds in accordance with the terms set forth in the agreement.
- Section 4.** Upon majority vote does hereby dispense with the requirement that this Resolution be read on two separate days and hereby authorizes the adoption of this Resolution upon its first reading.
- Section 5.** Finds and determines that all formal actions of this Board concerning and relating to the passage of this resolution were taken in open meetings of this Board, and that all deliberations of this Board and any of its committees that resulted in such formal actions were taken in meetings open to the public, in compliance with all legal requirements, including (without limitation) Ohio Revised Code §121.22, except as otherwise permitted thereby.
- Section 5.** This Resolution shall take effect and be enforced from and after the earliest period allowed by law.

**Adopted:** February 10, 2026

**Board of Trustees**

Michael Berding: \_\_\_\_\_

Shannon Hartkemeyer: \_\_\_\_\_

Joe McAbee: \_\_\_\_\_

**Vote of Trustees**

yes

yes

yes

**AUTHENTICATION**

This is to certify that this is a resolution which was duly passed and filed with the Fairfield Township Fiscal Officer this 10<sup>th</sup> day of February, 2026.

**ATTEST:**

Shelly Schultz  
Shelly Schultz, Fairfield Township Fiscal Officer

**APPROVED AS TO FORM:**

Katherine Barbieri  
Katherine Barbieri, Township Law Director

**EMPLOYMENT AGREEMENT BETWEEN  
KIMBERLY LAPENSEE  
&  
THE FAIRFIELD TOWNSHIP BOARD OF  
TRUSTEES**

**January 1, 2026 – December 31, 2027**

## ARTICLE 1

### EMPLOYMENT AGREEMENT

The intent of this Agreement is to ensure an efficient and uninterrupted level of service to Fairfield Township as well as provide security, commitment and severance to the position of Township Administrator (Administrator). This Agreement does not confer any additional right or interest that is not permitted by the Ohio Revised Code. Moreover, this Board and subsequent Boards shall retain the right to terminate the employment of the Administrator, with or without cause and without a hearing at any time. This Agreement is entered into by and between the Board of Trustees of Fairfield Township (Board) and Kimberly Lapensee (Administrator) this 1<sup>st</sup> day of January, 2026. The term of this Agreement will be twenty-four months.

## ARTICLE II

### DUTIES

The Administrator shall, under the direction of the Board of Trustees:

- (1) Assist in the administration, enforcement and execution of the policies and resolutions of the Board;
- (2) Supervise and direct the activities and the affairs of the divisions of township government under the control or jurisdiction of the Board;
- (3) Attend all meetings of the Board at which the Administrators' attendance is required;
- (4) Recommend measures for adoption to the Board;
- (4) Prepare and submit to the Board such reports as are required by the Board, and as the Administrator considers advisable;
- (5) Perform all duties as set forth in Ohio Rev. Code § 505.032;
- (6) The Board may assign to the Administrator, with due consideration to proper compensation, any office, position or

duties under its control; such office, position and duties shall be performed under the direction and supervision of the Board and to be in addition to those set forth in this section.

### ARTICLE III

#### TERMS AND CONDITIONS

- (1) The Administrator shall receive an annual salary of \$124,000 beginning January 1, 2026. During the lifetime of this Agreement, and subsequent years beyond December 31, 2027, the Administrator may receive a salary increase or bonus to be determined by the Board of Trustees.
- (2) The Administrator may be reimbursed, at the direction of the Board of Trustees, for the purchase of equipment and services used in the performance of her duties.
- (3) The Administrator shall receive all benefits consistent with other full-time exempt employees as set forth in the Township Policy and Procedure Manual, except that she will receive five weeks of paid vacation per year
- (4) The Administrator will receive a monthly car allowance of \$250.00.
- (5) If the Board of Trustees reduces any Provision of this Article (III Terms and Conditions), the Administrator may exercise all rights set forth in Article IV (1), Termination and Severance.

### ARTICLE IV

#### TERMINATION AND SEVERANCE

- (1) The Administrator shall be required to give the Board at least 30 calendar days' notice of her intent to voluntarily terminate her employment. Upon voluntary separation from employment, or

termination with cause from Fairfield Township the Administrator shall be paid all unused but accrued vacation, personal and holiday pay.

## ARTICLE V

### MISCELLANEOUS

- (1) If any provision of this Agreement is held to be invalid, unenforceable or void, this shall not affect the validity or enforceability of the remainder of the Agreement.
- (2) This Agreement supersedes and replaces all previous Agreements or contracts.

## ARTICLE VII

### MODIFICATIONS

It is assumed that the composition of the Board of Trustees may change during the duration of this Agreement or future modifications to this Agreement. Therefore, the Board and the Administrator may mutually elect to modify the terms and conditions of this Agreement at any time.

## ARTICLE VII

### DURATION

This Agreement is for a term of twenty-four months. However, the Board or the Administrator may terminate this Agreement at any time consistent with the Termination and Severance (Article IV) provisions of this Agreement.

ARTICLE VIII

**BINDING EFFECT**

This Agreement shall be binding on the Board and the Administrator and the successors, assigns and heirs respectively.

Executed this 10<sup>th</sup> day of February, 2026.

  
Shannon Hartkemeyer, Trustee

  
Kimberly Lapensee, Administrator

  
Michael Berding, Trustee

  
Joseph McAbee, Trustee

Approved as to form:

  
Katherine Barbieri  
Law Director

  
Shelly Schultz, Fiscal Officer