

**THIRD AMENDMENT TO EMPLOYMENT AGREEMENT**

This Third Amendment to Employment Agreement is made and entered into, by and between the City of Pataskala, Ohio, a Municipal Corporation (hereinafter referred to as “Employer”) and Timothy O. Hickin (hereinafter referred to as “Employee”).

RECITALS

WHEREAS, with Resolution 2020-035, adopted on April 20, 2020, Council for the City of Pataskala confirmed Mayor Compton’s appointment of Tim Hickin to serve as city administrator. Once confirmed, the City and Tim Hickin executed an Employment Agreement; and

WHEREAS, because the 2020 Employment Agreement identified a salary for only one year, the City and Tim Hickin needed to execute a First Amendment to Employment agreement; and

WHEREAS, with Resolution 2021-031, adopted on June 21, 2021, Council for the City of Pataskala authorized the First Amendment to Employment Agreement; and

WHEREAS, because the First Amendment identified a salary for 2021, 2022, and 2023, the City of Tim Hickin needed to agree to another amendment; and

WHEREAS, with Resolution 2024-003, adopted on January 8, 2024, Council for the City of Pataskala authorized a Second Amendment to Employment Agreement. Because the City and Tim Hickin had not yet agreed on a salary for 2024 or 2025, Resolution 2024-003 served only as a stop gap measure. It simply restated Mr. Hickin’s 2023 salary for 2024; and

WHEREAS, Council for the City of Pataskala now would like to amend Tim Hickin’s employment agreement a third time and thereby identify his salary for 2024 and 2025 as well as increase the number of personal days he will earn.

NOW THEREFORE, in consideration of the exchange of valuable consideration, the sufficiency of which the Parties agree exists, the City of Pataskala and Tim Hickin hereby agree to amend the following sections of the Employment Agreement entered into between them to read as follows:

**Section 3: Compensation:**

Unless terminated in accordance with Section 6 or Employee resign, Employer agrees to pay Employee:

- ❖ From January 1, 2024 to December 31, 2024, an annual salary of \$130,000.00, payable in bi-weekly installments and in the matter defined in the Employee Handbook and Policy Manual or non-bargaining unit employees

- ❖ From January 1, 2025 to December 31, 2025, an annual salary of \$135,000.00, payable in bi-weekly installments and in the matter defined in the Employee Handbook and Policy Manual or non-bargaining unit employees

**Section 5: Personal Leave.**

Starting on January 1, 2024 and continuing thereafter, Employee shall receive, and thereafter be able to use, seven (7) days of Personal Leave during each year of employment as City Administrator. All received, but unused, Personal Leave shall not be carried forward year-to-year. At the end of each calendar year, Employee shall forfeit all unused Personal Leave.

IN WITNESS WHEREOF the parties have executed this Agreement on the day last written below.

CITY OF PATASKALA, OHIO

\_\_\_\_\_  
TIMOTHY O. HICKIN

By: \_\_\_\_\_  
MAYOR OF CITY OF PATASKALA

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

  
\_\_\_\_\_  
Brian M. Zets, Esq.  
Law Director

CERTIFICATE OF AVAILABLE FUNDS

I certify that the money required to meet this contract has hereby been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit of this fund, free from any previous obligation or certification as required by Ohio Revised Code § 5705.01 to § 5705.47.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jamie Nicholson, Finance Director