

ORDINANCE NO. 2020-28

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF HURON, OHIO AND MATTHEW LASKO, AS CITY MANAGER, AND DECLARING AN EMERGENCY.

WHEREAS, after an extensive and deliberate search of proposed candidates, the City of Huron endeavors to hire Matthew Lasko as City Manager, effective Monday October 26, 2020.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF HURON, OHIO:

SECTION 1: The Huron City Council desires to enter into an Employment Agreement with Matthew Lasko as the City Manager with all duties, functions, and authority provided to the City Manager under the Charter and Codified Ordinances.

SECTION 2: That Council authorizes the Mayor to execute an Employment Agreement with Mr. Lasko, a true and accurate copy of which shall be maintained at the offices of the City of Huron.

SECTION 3: That Council hereby waives any conflicting provisions of Section 163.05 of the Codified Ordinances (that would otherwise require vacation eligibility to commence one (1) year after date of hire or vacation credit to be granted one (1) year after date of hire) to permit Mr. Lasko's vacation eligibility and vacation credit to commence as of Mr. Lasko's date of hire.

SECTION 4: That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal actions were in meetings open to the public except as otherwise permitted by law, and in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 5: That this Ordinance is hereby declared to be an emergency measure, necessary for the public health, safety and welfare and for the further reason that the City requires a City Manager to replace the former, **WHEREFORE**, in accordance with 3.06 of the Charter of the City of Huron, Ohio, this Ordinance shall be in full force and effect immediately following its adoption.

ATTEST: 
Clerk of Council


Sam Artino, Mayor

ADOPTED: 22 SEP 2020

CITY MANAGER EMPLOYMENT AGREEMENT

This City Manager Employment Agreement (“Agreement”), made by and between the City of Huron, an Ohio municipal corporation (hereinafter called the “City”) and Matthew Lasko (hereinafter called “Employee”), an individual.

1. SECTION 1: APPOINTMENT AND TERM

- a. The City agrees to employ Employee as City Manager to perform the functions and duties specified in Article IV of the Codified Ordinances of the City of Huron, Ohio.
- b. The term of employment shall commence on Monday, October 26, 2020 (the “Commencement Date”) and shall continue until terminated by the City or Employee in accordance with this agreement.

2. SECTION 2: DUTIES AND AUTHORITY

- a. Employee, as the City Manager, shall serve as the chief executive officer of the City and shall faithfully perform the duties of the City Manager in full compliance with the Codified Ordinances of the City (the “Codified Ordinances”), and shall comply with all lawful governing body directives, the Codified Ordinances, and the Ohio Revised Code (collectively, the “Codes”).
- b. The City may establish such terms and conditions of employment as it may determine from time to time, relating to the standards of performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement or the Codes.
- c. The Employee shall report to City Council.
- d. Employee will devote his full working time, energy, experience and talents to the City Manager position. It shall not be a violation of this Agreement for Employee to manage his personal investments and affairs, or to engage in or serve such charitable or religious organizations as he may reasonably elect, so long as such service does not interfere with the Employee’s performance of his duties hereunder, or create any conflict or appearance of conflict with Employee’s obligations under the Codes.
- e. The Employee (or Employee’s duly appointed designee) shall attend, and shall be permitted to attend, all public meetings of the governing body and such closed meetings of the governing body as requested by City Council.
- f. The City shall endeavor to annually review the performance of the Employee and advise Employee of the results of same. A copy of relevant (but not exclusive) performance standards are attached hereto as Exhibit A, which standards may be modified by the City and communicated to Employee during the term of this Agreement.

3. SECTION 3: COMPENSATION

- a. Base Salary. The City agrees to pay Employee an annual base salary of One Hundred Twenty Thousand and No/100 Dollars (\$120,000.00), payable in installments following the City's standard payroll operations.
- b. Compensation Adjustments. The Employee may be eligible for merit-based compensation adjustments depending upon performance of the Employee, in addition to periodic cost-of-living adjustments afforded all other employees of the City, if any.

4. SECTION 4: BENEFITS

- a. The City agrees to provide and to pay the premiums for individual/single health, hospitalization, surgical, vision, dental and comprehensive medical insurance for the Employee at the individual/single level only as requested by Employee and equivalent to that which is provided to other employees of the City at the same level of single coverage. In the event the Employee requires additional health, hospitalization, surgical, vision, dental and comprehensive medical insurance for Employee's spouse and/or Employee's dependents, any such excess or additional premium costs as to Employee's portion only for same (and not the City's portion of the overall cost increase) shall be at the Employee's expense.
- b. The City shall pay the amount of premium due for term life insurance with coverage limit in the amount of \$50,000.00.
- c. Employee shall have access to a City-owned vehicle for use for activities directly relating to City activities, which vehicle shall remain on City property when not in use and which vehicle shall not be stored at Employee's residence.

5. SECTION 5: LEAVE

Employee shall be entitled to vacation, sick, and other leave in accordance with the Codified Ordinances of the City and the City's regular policies applicable to full-time salaried employees.

6. SECTION 6: RETIREMENT

The City agrees to enroll the Employee into the applicable state or local retirement system. The City shall pay all of the cost of the City's share of the Ohio Public Employee's Retirement System ("PERS") contributions, and the City shall pay one-half (1/2) of Employee's share of PERS contributions for the duration of Employee's employment.

7. SECTION 7: GENERAL BUSINESS EXPENSES

- a. The City agrees to budget and pay for professional dues, memberships, and training in national, regional, state and local associations and organizations necessary and

desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the City.

- b. The City agrees to budget and pay Employee's reasonable expenses for professional and official travel, meetings, and occasions.
- c. Employee may maintain other memberships or enrollment requirements or reimbursements as periodically approved by the City.
- d. The City shall provide Employee with computer and communications equipment, including a mobile phone, laptop computer, tablet computer and relevant service expenditures, which equipment shall be and remain City property during the terms and after the expiration of same, regardless of reason, without further qualification.
- e. The City will reimburse employee for his personal cellular telephone and corresponding data plan expenses in an amount not to exceed eighty dollars (\$80.00) per month, as may be modified by the then-current cellular telephone and corresponding data plan expense policy of the City.

8. SECTION 8: TERMINATION

- a. The Term shall continue until the Employee's termination, resignation, death, or disability.
- b. The City may terminate Employee's Term of employment as follows:
 - i. City Council votes to terminate the Employee by a five-sevenths majority vote of all members elected thereto, pursuant to the terms set forth in Section 4.04 of the Huron Charter.
 - ii. The City, citizens or legislature acts to amend any provisions of the Charter pertaining to the role, powers, duties authority, responsibilities of the Employee's position that substantially changes the form of government, the Employee shall have the right to declare that such amendments constitute termination.
 - iii. The City reduces the base salary, compensation or any other financial benefit of the Employee, unless it is applied in no greater percentage than the average reduction of all department heads, such actions shall constitute a breach of this Agreement and will be regarded as a termination.

9. SECTION 9: SEVERANCE

- a. Upon termination of employment, the Employee shall be severance payments and benefits as follows ("Severance Benefits"):
 - i. A minimum severance payment equal to three (3) months' salary and all corresponding benefits provided for in this Agreement. This severance shall

be paid in a lump sum or in a continuation of salary on the existing biweekly basis, at The City's option.

- ii. The Employee shall also be compensated for all sick leave, vacation leave, and all paid holidays in accordance with the Codes.
- iii. For a three (3) months following termination, The City shall pay the cost to continue the following benefits:
 - 1. COBRA continuation coverage premiums, provided Employee is eligible for and has duly elected COBRA coverage.
 - 2. Life insurance premiums.
- b. Notwithstanding the foregoing, the Employee forfeits all Severance Benefits if termination results from any of the following:
 - i. Employee resigns with less than thirty (30) days' notice;
 - ii. Violation or apparent violation of the Codes governing the conduct of public officials, including provisions regarding conflicts of interest;
 - iii. The commission of a crime of theft, embezzlement, dishonesty, or violence;
or
 - iv. A felony conviction.

10. SECTION 10: INDEMNIFICATION

- a. The City shall indemnify and defend the City Manager to the fullest extent available to public officials under the Ohio Revised Code. The City shall be responsible for the cost of any bond required for the Employee under any law or ordinance in connection with the City's indemnity obligation.
- b. The Employee may request and the City shall not unreasonably refuse to provide independent legal representation at the City's expense and the City may not unreasonably withhold approval. Legal representation, provided by the City for Employee, shall extend until a final determination of the legal action including any appeals brought by either party.

11. SECTION 11: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

- a. Except as otherwise provided in this Agreement, the Employee shall be entitled, at a minimum, to the highest level of benefits that are enjoyed by or offered to other employees of the City as provided in the Charter, Code, Personnel Rules and Regulations or by practice.

- b. The City has appropriated, set aside and encumbered, and does hereby appropriate, set aside, and encumber, available and unappropriated funds of the municipality in an amount sufficient to fund and pay all financial obligations of the City pursuant to this Agreement, including but not limited to, the Severance and other benefits set forth in this agreement.

12. SECTION 12: NOTICES

- a. Notice pursuant to this Agreement shall be sufficient when delivered by hand, by courier or personal delivery service, by certified U.S. mail, or by electronic mail (provided the sender utilizes an automatic delivery confirmation feature and follows up e-mail notice with a hard copy by regular mail within three (3) days of the e-mail) :

b. AS TO EMPLOYER: City of Huron
 417 Main Street
 Huron, Ohio 44839
 Email: Sam.Artino@huronohio.us

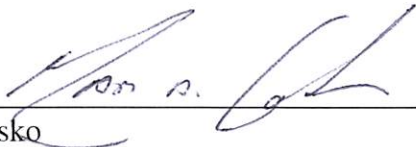
c. AS TO EMPLOYEE: 49626 Telegraph Road
 Amherst, Ohio 44001
 Email:MLasko32@yahoo.com

13. SECTION 13: DISPUTE RESOLUTION. Any and all disputes relating to the interpretation or enforcement of this Agreement shall be exclusively venued in the State Courts of Erie County, Ohio. The parties acknowledge and agree that in the event of any dispute requiring involvement of the Courts, the parties shall first submit to Court-sanctioned mediation prior to engaging in any further litigation activity relating to such dispute(s).

14. SECTION 14: GENERAL PROVISIONS

- a. **Integration.** This Agreement sets forth and establishes the entire understanding between the City and the Employee relating to the employment of the Employee. Any prior discussions or representations by or between the City and Employee are merged into and rendered null and void by this Agreement. This Agreement may only be modified in a writing duly approved by City Council.
- b. **Binding Effect.** This Agreement shall be binding on the Employee and his heirs, assigns, executors, personal representatives and successors in interest.
- c. **Severability.** The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both the City and Employee subsequent to the expungement or judicial modification of the invalid provision.

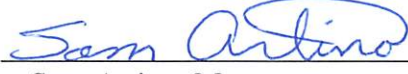
d. **Precedence.** In the event of any conflict between the terms of this Agreement and the provisions of Council's policies, or the City's ordinance or the City's rules and regulations, or any permissive stated or federal law, then, unless otherwise prohibited by law, the terms of this Agreement shall take precedence over contrary provisions of Council's policies, or the City's ordinances, or the City's rules and regulations or any such permissive law during the term of this Agreement.



Matthew Lasko

Date: 10/2/20

"Employee"

FOR THE CITY OF HURON
By: 

Sam Artino, Mayor

Date: 9/25/20

"City"

Approved as to form:

Law Director