

**RESOLUTION NO. 27-2025**

Introduced by Mark Claus

**A RESOLUTION AUTHORIZING THE APPOINTMENT OF STUART HAMILTON AS CITY MANAGER ON AN INTERIM BASIS EFFECTIVE APRIL 19, 2025 AT 12:00AM, AND AUTHORIZING AN EMPLOYMENT AGREEMENT MEORIALIZING THE SAME.**

**WHEREAS**, City Manager Matthew Lasko tendered his resignation to City Council on February 17, 2025, which resignation was accepted by Council and is effective as of April 18, 2025 at 11:59pm; and

**WHEREAS**, Council desires to appoint Stuart Hamilton, an individual who has the training and experience in local government management sufficient to satisfy the requirements of the Charter and Codified Ordinances of the City of Huron, to serve as City Manager, on an interim basis, until December 31, 2025, or until a long-term full-time City Manager is selected and starts working that position, and to authorize an Employment Agreement memorializing the same.

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

**SECTION 1.** That Huron City Council appoints Stuart Hamilton to serve as the City Manager on an interim basis, during which time he shall be referred to as the "Interim City Manager," but shall perform all duties and functions and exercise the same authority provided to the City Manager under the Charter and Codified Ordinances.


**SECTION 2.** That Council authorizes the Mayor to execute an Employment Agreement which establishes the terms and conditions of Mr. Hamilton's employment as Interim City Manager, which shall be substantially in the form of Exhibit "A" attached hereto and made a part hereof.

**SECTION 2:** That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of the Council and that all deliberations of this Council and of its committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. §121.22 of the Revised Code.

**SECTION 3:** This Resolution shall be in full force and effect from and immediately following its adoption.

ATTEST:

  
Clerk of Council

  
Monty Tapp, Mayor

ADOPTED:

25 MAR 2025

## **EMPLOYMENT AGREEMENT**

This Employment Agreement ("Agreement"), made by and between the City of Huron, an Ohio municipal corporation (hereinafter called "Employer") and Stuart Hamilton (hereinafter called "Employee"), an individual who has the training and experience in local government management sufficient to satisfy the requirements of the Charter and Codified Ordinances of the City of Huron to serve as City Manager and who shall serve in that capacity as the Interim City Manager, in accordance with the terms and conditions set forth below:

### **SECTION 1: TERM**

The term of this Agreement shall be from 12:00 a.m. Eastern Standard Time on Saturday, April 19, 2025 until 11:59p.m. Eastern Standard Time on December 31, 2025, or until a long-term, full-time City Manager is selected and starts working in that position (if at all). Upon completion of the initial term, the terms and conditions of this Agreement may be extended on a month-to-month basis by mutual agreement of the Employer and Employee.

It is understood that during the term of this Agreement, Employer may be engaging in a search for a long-term, full-time City Manager. Employee understands that his employment as Interim City Manager does not entitle him to the long-term, full-time position of City Manager upon completion of the term of this Agreement, and it is incumbent upon Employee to engage in and participate in the Employer's candidate selection and hiring process for the long-term, full-time City Manager if he wishes to be considered for the position.

Upon Employer's completion of the selection process for the long-term, full-time City Manager position, Employee shall be entitled to the following:

1. If the Employee is not selected for the full-time, long-term City Manager position, or if the Employee desires to no longer serve as Interim City Manager, Employee may return to his position as Service Director, subject to the discretion of the long-term, full-time City Manager. Subject to the provisions of Section 9 of this Agreement, if, after sixty (60) days from the start date of the long-term, full-time City Manager, either the City Manager or the Employee decide that the Employee will no longer maintain employment with the Employer, Employee shall receive only those benefits provided to other City Employees should the Employee voluntary resign employment with Employer.
2. If the Employee is selected for the full-time, long-term City Manager position, Employee and Employer will negotiate a comprehensive employment agreement that will supersede this Agreement in its entirety.
3. If the Employer decides for any or no reason that Employee should no longer serve as Interim City Manager and terminates Employee's employment with the City, then Employee shall receive the compensation and benefits provided for in Section 9 of this Agreement.

## SECTION 2: DUTIES AND AUTHORITY

Employee, as the Interim City Manager, shall serve as the chief executive officer of the Employer and shall faithfully perform the duties of the City Manager as prescribed in the job description as set forth in the Employer's charter and/or ordinances as may be lawfully assigned by the Employer and shall comply with all lawful governing body directives, state and federal law, Employer policies, rules and ordinances as they exist or may hereafter be amended.

## SECTION 3: COMPENSATION

Base Salary. Employer agrees to pay Employee an annual base salary of One Hundred Twenty-Eight Thousand and No/100 Dollars (\$128,000.00), payable in installments following the Employer's standard payroll operations.

Bonus: The Employee may be granted a performance bonus as determined by Huron City Council in conjunction with the Interim City Manager's annual year-end performance review.

## SECTION 4: HEALTH AND LIFE INSURANCE BENEFITS

A. The Employer agrees to provide and to pay the premiums for health, hospitalization, surgical, vision, dental and comprehensive medical insurance for the Employee and his dependents, at a minimum, equal to that which is currently being provided to Employee.

B. The Employer shall pay the amount of premium due for term life insurance in the same amount as currently provided to Employee.

## SECTION 5: VACATION, SICK, AND MILITARY LEAVE

A. Upon commencement of this Agreement, the Employee shall accrue vacation leave on an annual basis at a rate of four (4) weeks under the same rules and provisions applicable to other employees.

B. Upon commencing employment, the Employee shall accrue sick leave at a rate of 1-1/4 work days with pay for each month of service, under the same rules and provisions applicable to other employees.

C. The Employee is entitled to accrue leave in accordance with the Codified Ordinances, and such leave shall be used, paid out, disposed of, or lost under the provisions set forth in the Codified Ordinances.

## SECTION 6: RETIREMENT

The Employer shall continue Employee's enrollment in the applicable state or local retirement system and to make all the appropriate contributions on the Employee's behalf along with 50% of the Employee's contribution.

## SECTION 7: GENERAL BUSINESS EXPENSES

A. Employer agrees to budget and pay for professional dues, including but not limited to the International City/County Management Association, and subscriptions of the Employee necessary for continuation and full participation 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 Employer.

B. Employer agrees to budget and pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for Employer, including but not limited to the ICMA Annual Conference, the state league of municipalities, and such other national, regional, state and local governmental groups and committee in which Employee serves as a member.

C. Employer also agrees to budget and pay for travel and subsistence expense of Employee for the short courses, institutes, and seminars that are necessary for the Employee's professional development and for the good of the Employer.

D. Employer shall pay for the reasonable membership fees and/or dues to enable the Employee to come an active member in local civic clubs or organizations.

E. Employer has provided Employee, for business and personal use, a laptop computer, software, and/or tablet computer and relevant service expenditures for business and personal use to perform their duties and to maintain communication with Employer's staff and officials as well as other individuals who are doing business with Employer. Upon termination of Employee's employment, the equipment described herein shall become the property of the Employer.

F. Employer 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.

## SECTION 8: TERMINATION

A. For the purpose of this Agreement, termination shall occur when:

1. The governing body 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.

2. If the Employer, 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.

3. If the Employer 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.

4. Employee resigns voluntarily as outlined in Section 10 hereof.

#### SECTION 9: SEVERANCE

Subject to the provisions of Section 9(D) hereof, severance shall be paid to the Employee when employment is terminated by Employer for any or no reason, or for any of the reasons contemplated elsewhere in this Agreement:

A. If the Employee is terminated, the Employer shall provide 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 Employee's option.

B. The Employee shall also be compensated for all sick leave, vacation leave, and all paid holidays in accordance with the Codified Ordinances.

C. For a minimum period of three (3) months following termination, the Employer shall pay the cost to continue the following benefits:

1. Health insurance for the employee and eligible spouse and dependents as provided in Section 4A, after which time, Employee will be provided access to health insurance pursuant to the Consolidated Omnibus Budget Reconciliation Act ("COBRA").

2. Life insurance as provided in Section 4(B).

3. Any other available benefits.

D. Notwithstanding any contrary provision of this Agreement, if the Employee voluntarily terminates employment with Employer, or if Employee is terminated because of a felony conviction or due to gross negligence and/or intentional misconduct, then the Employer is not obligated to pay severance under this section.

#### SECTION 10: RESIGNATION

In the event that the Employee voluntarily resigns his position with the Employer, the Employee shall provide a minimum of 30 days' notice unless Employer and Employee agree otherwise.

#### SECTION 11: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

- A. The Employer, only upon agreement with Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City of Huron Charter, local ordinances or any other law.

- B. 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 Employer as provided in the Charter, Code, Personnel Rules and Regulations or by practice.
- C. The Employer 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 Employer pursuant to this Agreement, including but not limited to, the Severance and other benefits set forth in this Agreement.

#### SECTION 12: NOTICES.

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Services, postage prepaid, and addressed as follows:

AS TO EMPLOYER:           City of Huron  
                                    417 Main Street  
                                    Huron, Ohio 44839

AS TO EMPLOYEE:         Stuart Hamilton  
                                    25 W. Main St.  
                                    Berlin Hts., OH 44814

Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

#### SECTION 13: GENERAL PROVISIONS

**A. Integration.** This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or between the Employer and Employee are merged into and rendered null and void by this Agreement. The Employer and Employee by mutual written agreement may amend any provision of this Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this Agreement.

**B. Binding Effect.** This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.

**C. Effective Date.** This Agreement shall become effective on the date the last of the parties hereto executes same.

**D. 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 Employer and Employee subsequent to the expungement or judicial modification of the invalid provision.



**E. Precedence.** In the event of any conflict between the terms, conditions and provisions of this Agreement and the provisions of Council's policies, or Employer's ordinance or Employer'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 Employer's ordinances, or Employer's rules and regulations or any such permissive law during the term of this Agreement.

IN WITNESS WHEREOF, the parties have set their hands to this Agreement as of the date(s) set forth below.

**CITY OF HURON**

By:   
Monty Tapp, Mayor

Date: 03/25/25

**EMPLOYEE**

  
Stuart Hamilton

Date: 3/25/25

Approved as to form:

  
Todd A. Schrader, Esq., Law Director