

ORDINANCE NO. 17-24

AN ORDINANCE AUTHORIZING THE PRESIDENT OF CONNEAUT CITY COUNCIL TO EXECUTE AN AMENDED CITY MANAGER AGREEMENT WITH JAMES HOCKADAY ATTACHED HERETO AND MARKED "EXHIBIT A", AND DECLARING AN EMERGENCY.

BE IT ORDAINED, by the City of Conneaut, County of Ashtabula and State of Ohio:

SECTION 1. That the President of Conneaut City Council is hereby authorized to execute an amended City Manager Agreement with James Hockaday, attached hereto and marked "Exhibit A".

SECTION 2. That it is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this ordinance were adopted in an open meeting of this Council and that all deliberations of this Council or any of its committees that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

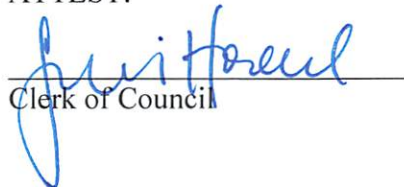
SECTION 3. That this Ordinance is declared to be an emergency measure in the interests of public peace, health and safety and, shall take effect immediately upon passage.

Passed this 12 day of February, 2024.



President of Council

ATTEST:



Clerk of Council

CITY OF CONNEAUT, OHIO
CITY MANAGER AGREEMENT

The State of Ohio)
)
County of Ashtabula)

THIS CITY MANAGER AGREEMENT (“Agreement”) is made and entered into effective the ____ day of _____, _____, by and between the City of Conneaut, Ohio, an Ohio municipal corporation (the “City”) and James Hockaday (the “Manager”).

WITNESSETH:

WHEREAS, the City Council of the City of Conneaut (the “Council”) and the Manager believe that an employment agreement negotiated between the Council, on behalf of the City, and the Manager can be mutually beneficial to the City, the Manager, and the community they serve;

WHEREAS, when appropriately structured, the Council and Manager believe an employment agreement can strengthen the Council-Manager relationship by enhancing the excellence and continuity of the management of the City for the benefit of the citizens;

WHEREAS, the Council, on behalf of the City, desires to employ the services of the Manager, as the City Manager of the City (“City Manager”), pursuant to the terms, conditions and provisions of this Agreement;

WHEREAS, the Manager has agreed to continue employment as the City Manager, subject to the terms, conditions and provisions of this Agreement.

NOW, THEREFORE, the City and the Manager, for and in consideration of the terms, conditions and provisions hereinafter established have agreed, and do hereby agrees as follows:

I. TERM

- 1. TERM.** This Agreement shall commence on February 12, 2024 (the “Commencement Date”) and shall continue until the agreement is terminated according to any of the conditions set forth in Article VI, Section 6.1 (Termination Events). The City Manager serves at the will of City Council pursuant to the Conneaut City Charter Article IV, Section 5 (Tenure).

II. EMPLOYMENT

2.1 CHIEF EXECUTIVE OFFICER. The Manager is the Chief Executive Officer of the City and shall faithfully perform the duties of the City Manager as prescribed in the job description, as set forth in the City Charter, if any, and City ordinances and, as may be lawfully assigned by the Council (collectively the “City Manager’s Duties”). Further, the Manager shall comply with (all “Applicable Laws and Authorities”): state and federal law; the City’s Charter; all City policies, rules, regulations and ordinances as they exist or may hereinafter be amended; and, all lawful Council directives. All duties assigned to the Manager by the Council shall be appropriate to and consistent with the professional role and responsibility of the City Manager position.

2.2 DUTIES. The Council does hereby employ Manager as City Manager to perform the City Manager’s Duties in accordance with and pursuant to all Applicable Laws and Authorities and each of the following duties to the full extent not prohibited or in material conflict with any existing provision of the City’s Charter or Applicable Laws and Authorities:

- a. Employ, on behalf of the City, all other employees of the City.
- b. Direct, assign, reassign and evaluate all of the employees of the City.
- c. Organize, reorganize and arrange the staff of the City.
- d. Develop and establish internal regulations, rules, and procedures which the Manager deems necessary for the efficient and effective operation of the City.
- e. Accept all resignations of employees of the City, except the Manager’s resignation which must be accepted by the Council.
- f. All other responsibilities specifically set forth in Article IV, Section 3, of the Conneaut City Charter.

The Manager shall perform the City Manager’s Duties with reasonable care, diligence, skill and expertise.

2.3 REASSIGNMENT. The Manager cannot be reassigned from the position of City Manager to another position without the Manager’s prior express written consent.

2.4 COUNCIL MEETINGS. Except to the extent prohibited by or in material conflict with Applicable Laws and Authorities, the Manager or the Manager’s designee shall attend, and shall be permitted to attend, all meetings of the Council, both public and closed, with the exception of those closed meetings devoted to the consideration of any action or lack of action on this Agreement, or any amendment thereto, the Manager’s evaluation, or for purposes of resolving conflicts between individual Council members.

- 2.5 CRITICISMS, COMPLAINTS, AND SUGGESTIONS.** The Council, individually and collectively, shall refer in a timely manner all substantive criticisms, complaints, and suggestions called to the Council's attention to the Manager for study and/or appropriate action, and the Manager shall refer the matter(s) to the appropriate City employee or shall investigate such matter(s) and inform the Council of the results of such efforts.
- 2.6 INDEMNIFICATION.** To the extent it may be permitted to do by applicable law, including, but not limited to the laws of the State of Ohio, the City does hereby agree to defend, hold harmless, and indemnify Manager from any and all demands, claims, suits, actions, judgments, expenses and attorneys' fees incurred in any legal proceedings brought against Manager in the Manager's individual or official capacity as an employee and as City Manager, providing the incident(s) which is (are) the basis of any such demand, claim, suits, actions, judgments, expenses and attorneys' fees, arose or does arise in the future from an act or omission of Manager, as an employee of the City, acting within the course and scope of the Manager's employment with the City; excluding, however, any such demand, claim, suits, actions, judgments, expenses and attorneys' fees for those claims or any causes of action where it is determined that the Manager committed official misconduct or committed a willful or wrongful act or omission, or an act or omission constituting gross negligence, or acted in bad faith; and excluding any costs, fees, expenses or damages that would be recoverable or payable under an insurance contract, held either by the City or by the Manager. A legal defense may be provided through insurance coverage, in which case the Manager's right to agree to legal counsel provided for him will depend on the terms of the applicable insurance contract. The provisions of this Paragraph 2.6 shall survive the termination, expiration or other end of this Agreement and/or the Manager's employment with the City.
- 2.7 APPROPRIATION.** The Council has appropriated, set aside and encumbered, and does hereby appropriate, set aside, and encumber, available and otherwise unappropriated funds of the City in an amount sufficient to fund and pay all financial obligations of the City pursuant to this Agreement.
- 2.8 HOURS OF WORK.** The position of City Manager requires the person holding such position to work many weekends, evening and other irregular hours at many locations outside City Hall during which City Hall is not open. Such work during these times is of equal importance to the City Manager's normal daily duties at City Hall. Therefore, in order to encourage the Manager to undertake such work at such irregular hours and still provide the Manager with a reasonable limitation of the total number of hours which he may be required to work in any given week, it is understood and agreed that the Manager shall work whatever hours as may be necessary in order to fulfill the requirements of the position of City Manager, but in any event not less than an average of forty (40) hours per week on an annual basis.

III. COMPENSATION

- 3.1 SALARY.** The City shall provide the Manager with an annual salary in the sum of \$99,949.73 at the commencement of this Agreement. The City shall provide the Manager with a minimum annual salary increase equal to two percent (2%) on June 15 of each subsequent year. Any salary increase above the annual minimum shall be based solely upon the annual performance evaluation. This annual salary rate shall be paid to the Manager in equal installments on the schedule as the other City employees and shall be paid net of any applicable withholding or deductions required by the Applicable Laws and Authorities.
- 3.2 SALARY ADJUSTMENTS.** At any time during this Agreement, the Council may, in its discretion, review and adjust the salary of the Manager, but in no event shall the Manager be paid less than the salary set forth in Paragraph 3.1 of this Agreement except by mutual agreement of the two parties. Such adjustments, if any, shall be made pursuant to lawful Council resolutions. In such event, the parties agree to provide their best efforts and reasonable cooperation to execute a new Agreement incorporating the adjusted salary.
- 3.3 PAID LEAVES – VACATION, SICK/PERSONAL AND HOLIDAY.** In keeping with the past practice and policy relative to prior city managers, the City Manager shall, upon the commencement of the effective date of this contract, be credited annually with six (6) weeks of vacation/leave, accruing 9.23 hours bi-weekly. The vacation leave taken by the Manager will be taken at such time or times as will least interfere with the performance of the City Manager's Duties. The Manager is hereby granted the same sick/personal leave benefits (4.62 hours bi-weekly) as authorized by Council policies for administrative employees. The Manager shall observe the same legal holidays as provided by the City for its administrative employees.
- 3.4 BENEFITS – GENERAL.** Unless expressly provided otherwise in this Agreement, in addition to those benefits specifically set forth herein, the Manager shall be entitled to the same benefits that are enjoyed by any other administrative employees of the City pursuant to all Applicable Laws and Authorities.
- 3.5 INSURANCE – HEALTH.** The City agrees to pay the premiums for family health, hospitalization, vision, dental and comprehensive medical insurance for the Manager pursuant to the group health care plan provided by the City for its administrative employees. In addition, the Manager shall be entitled to participate annually in the Health Savings Account. The Manager shall contribute to the health insurance premium in accordance with the provisions of Ordinance No. 116-02.
- 3.6 RETIREMENT BENEFIT.** The City agrees to enroll the Manager into the applicable state or local retirement system and to make at least the same level of contributions for the Manager or on the Manager's behalf as the City does for its other administrative employees consistent with all Applicable Laws and Authorities. The City agrees to pay on behalf of the Manager, five percent (5%) of the employee contributions to OPERS.

- 3.7 EXPENSES.** The City shall pay or reimburse the Manager for reasonable expenses incurred by the Manager in the continuing performance of the Manager's duties under this Agreement. The City agrees to pay the actual and incidental costs incurred by the Manager for travel. Such actual or incidental costs may include, but are not limited to, hotels and accommodations, meals, rental car, and other expenses incurred in the performance of the business of the City. The Manager shall comply with all procedures and documentation requirements in accordance with Applicable Laws and Authorities.
- 3.8 BONDS.** The City shall bear the full cost of any fidelity or other bonds required of the Manager under any law or ordinance.
- 3.9 CAR ALLOWANCE.** The Manager shall receive a Five Hundred Dollar (\$500.00) monthly car vehicle allowance.
- 3.10 CIVIC ACTIVITIES.** The Manager is encouraged to participate in community and civic organizations and activities. The cost of such activities shall be borne by the City, but the Manager shall inform Council in advance of the intention to join any civic organization and the cost of said membership.

IV. PROFESSIONAL GROWTH

- 4.1 PROFESSIONAL DUES AND SUBSCRIPTIONS.** The City agrees to budget for and to pay for professional dues and subscriptions of the Manager necessary for continuation and full participation in national, state, regional and local associations and organizations as necessary and/or desirable for the good of the City through the Manager's continued professional participation, growth and advancement.
- 4.2 PROFESSIONAL DEVELOPMENT TRAVEL.** The City agrees to budget for and to pay for travel and subsistence expenses of the Manager for professional and official travel and meetings to adequately continue the professional development of the Manager and to pursue necessary official functions for the City, including but not limited to the ICMA Annual Conference. In the event the Manager desires to attend the ICMA Annual Conference which is held at a location which requires airline travel, the Manager shall secure the prior consent of Council to attend said Conference.

4.3 PROFESSIONAL CONTINUING EDUCATION. The City also agrees to budget for and to pay for travel and subsistence expenses of Manager for short courses, institutes, and seminars that are necessary and/or desirable for the good of the City through the Manager's professional development.

V. PERFORMANCE EVALUATION

5.1 EVALUATION PROCESS. The Council shall review the Manager's job performance at least every twelve (12) months unless the parties agree otherwise. The performance reviews and evaluations shall be in writing and in accordance with criteria and format developed jointly by the Council and the Manager. The Council shall provide the Manager a reasonable and adequate opportunity to discuss with the Council and/or respond to the Manager's evaluation.

5.2 CONFIDENTIALITY. Unless the Manager expressly requests otherwise in writing, except to the extent prohibited by or in material conflict with Applicable Laws and Authorities, the evaluation of the Manager shall at all times be conducted in closed session of the Council and shall be considered confidential to the maximum and full extent permitted by law. Nothing herein shall prohibit the Council or the Manager from sharing the content of the Manager's evaluation with their respective legal counsel.

5.3 MODIFICATION OF EVALUATION PROCESS. In the event the Council determines that the evaluation instrument, format and/or procedure are to be modified by the Council, and such modifications would require new or different performance expectations, then the Manager shall be provided a reasonable period of time to demonstrate such expected performance before being evaluated.

VI. TERMINATION

6.1 TERMINATION EVENTS. This Agreement shall terminate upon any of the following:

- a. Mutual agreement of the Council and Manager in writing and signed by them;
- b. Retirement or death of the Manager;
- c. Termination of Manager's Employment for "good cause" (as defined in Paragraph 6.2 below);
- d. A Unilateral Severance (as defined and set forth in Section 6.3 below).

6.2 "GOOD CAUSE". For purposes of this Agreement the term "good cause" is defined as follows:

- a. Any willful, knowing, grossly negligent, or negligent breach, disregard or habitual neglect of any provision of this Agreement, or any willful, knowing, grossly negligent, or negligent breach, disregard or habitual neglect of any duty or obligation required by to be performed by the City Manager under this Agreement or under the Charter and ordinances of the City and/or the laws of the United States of the State of Ohio.
- b. Any misconduct of the City Manager involving an act of moral turpitude, criminal illegality (excepting minor traffic violations), or habitual violations of the traffic laws, whether or not related to City Manager's official duties hereunder.
- c. Any willful, knowing, grossly negligent, or negligent misapplication or misuse, direct or indirect, by City Manager of public or other funds or other property, real, personal, or mixed, owned by or entrusted to the City, any agency or corporation thereof, or the City Manager in his official capacity.

6.3 UNILATERAL SEVERANCE. The following terms and provisions shall apply to the unilateral severance:

- a. In accordance with Article IV, Section 5, of the Conneaut City Charter, the Manager shall serve at the will of Council. The City Manager shall be removed by a majority vote of the members of Council. The City Manager shall receive three (3) months notice. If the City Manager is relieved or suspended from duty at or subsequent to being given such notice, the City Manager shall receive the compensation restricted to Section 3.1 and 3.6 of the City Manager agreement for the three (3) month period beginning with the giving of said notice.
- b. In the event Manager voluntarily resigns his position with the City, then the Manager shall give the City one (1) month notice in advance, unless the parties otherwise agree. Upon his voluntary resignation, the City Manager may cash out fifty percent (50%) of his accrued sick time as a lump sum payment.
- c. In the event of a Unilateral Severance, the parties agree not to make disparaging comments or statements about each other. There shall be no right to a hearing process in the event of a unilateral termination on any other ground for termination set forth in Article VI.

VII. GENERAL PROVISIONS

7.1 COMPLETE AGREEMENT. This Agreement sets forth and establishes the entire understanding between the City and the Manager relating to the employment of the Manager by the City. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written signed agreement may amend any provision of this Agreement during the term of

this Agreement; such amendments shall be incorporated and made a part of this Agreement.

7.2 BINDING EFFECT. This Agreement shall be binding on the City and the Manager as well as their heirs, assigns, executors, personal representatives and successors in interest.

7.3 SAVINGS CLAUSE. If any term or provision of this Agreement, as applied to any party or to any circumstance, is declared by a court of competent jurisdiction hereof to be illegal, unenforceable or void in any situation and in any jurisdiction, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending provision in any other situation or in any other jurisdiction. The parties agree that the court or arbitrator making such determination shall have the power to reduce the scope, duration, area or applicability of the term or provision, to delete specific words or phrases or to replace any illegal, unenforceable or void term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision.

7.4 CONFLICTS. In the event of any conflict between the terms, conditions and provision of this Agreement and the Applicable Laws and Authorities, then, unless otherwise prohibited by law, the terms of this Agreement shall take precedence over the contrary provision of the Applicable Laws and Authorities during the term of this Agreement.

7.5 CONTROLLING LAW. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Ohio and shall be performable in Ashtabula County, unless otherwise provided by law.

7.6 RESIDENCY REQUIREMENT. The Manager shall be subject to the existing Conneaut City Charter provision, Article IV, Section 2, regarding residence in the City of Conneaut.

IN WITNESS WHEREOF, the parties have entered into and executed this Agreement as set forth below:

CITY OF CONNEAUT, OHIO

CITY MANAGER

By: Terry Moisiso
Terry Moisiso
President of City Council

By: _____
James Hockaday

Date: 2/12/24

Date: _____