

CITY OF OBERLIN, OHIO

ORDINANCE No. 25-47 AC CMS

AN ORDINANCE APPOINTING GREG HOLCOMB AS THE CITY MANAGER FOR THE CITY OF OBERLIN, OHIO, AND APPROVING AN EMPLOYMENT AGREEMENT TO GO INTO IMMEDIATE EFFECT

BE IT ORDAINED by the Council of the City of Oberlin, County of Lorain, State of Ohio:

SECTION 1: That Greg Holcomb is hereby appointed as City Manager for the City of Oberlin to serve for a three-year term beginning on September 3, 2025.


SECTION 2: That the Employment Agreement between the City of Oberlin and Greg Holcomb is hereby approved, and the President of this Council is hereby authorized and directed to execute the same on behalf of the City.

SECTION 3. It is hereby found and determined that all formal actions of this Council concerning or 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 in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 4. To appoint a City Manager as is provided in Section V(A) of the Oberlin City Charter without delay, and provided that at least five (5) members of Council determine by motion that this Ordinance shall go into full force and effect immediately after its passage; otherwise, it shall take effect on the earliest date allowed by law.

PASSED: 1st Reading: September 2, 2025
2nd Reading: _____
3rd Reading: _____

ATTEST:



BELINDA B. ANDERSON, MMC
CLERK OF COUNCIL



EBONI A. JOHNSON
PRESIDENT OF COUNCIL

POSTED: 09/03/2025

EFFECTIVE DATE: 09/02/2025

**Employment Agreement
between
The City of Oberlin, Ohio
and
Greg Holcomb**

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**Employment Agreement
between
The City of Oberlin, Ohio
and
Greg Holcomb**

This Agreement, ("Agreement") is made and entered into on this ___ day of September, 2025 by and between the City of Oberlin, Ohio, an Ohio Chartered municipal corporation, (hereinafter called "City") and Greg Holcomb, (hereinafter called "Holcomb"), both of whom agree as follows:

Section 1: Duties and Authority

The City agrees to appoint and employ Holcomb as a City Manager to perform the functions and duties specified in the Charter and Ordinances of the City of Oberlin, and to perform such other legally permissible and proper duties and functions as authorized and directed by the Oberlin City Council.

Section 2: Term

The term of this Agreement shall be three (3) years beginning on September 3, 2025, ("Start Date"). The term of this Agreement may be extended or modified by written agreement approved by the City and Holcomb. Holcomb shall serve at the pleasure of the Council during the term of this Agreement or any extension thereof.

Section 3: Compensation

The City agrees to pay Holcomb an annual base salary of \$150,000, payable in installments in accordance with the City's usual payroll schedule. This Agreement shall be automatically amended to reflect any salary increase or additional benefits that are authorized by the Oberlin City Council. Said salary will be subject to review and merit consideration at each Anniversary Date of the original date of appointment.

Section 4: Health, Disability, and Life Insurance Benefits

A. The City agrees to provide for health, hospitalization, surgical, vision, dental, and comprehensive medical insurance benefits for Holcomb and his eligible dependents equal to those which are offered to all other non-collective bargaining unit employees of the City.

B. The City shall pay the amount of premium due for term life insurance in the amount of \$225,000. Holcomb shall have the right to name the beneficiary of the life insurance policy.

C. Except as is otherwise provided in this Agreement, Holcomb shall be entitled to any other standard benefits available to non-collective bargaining unit Employees of the City as may now exist or be made available during the term of this Agreement.

Section 5: Vacation and Sick Leave

A. Upon the Start Date, Holcomb shall be credited with two weeks' vacation leave (10 days). Holcomb shall be entitled to an additional one week (5 days) of vacation upon the 1st anniversary of the Start Date, and thereafter, accrual of vacation time will be in accordance with the accrual for other non-collective bargaining City employees.

B. Except as is otherwise provided in this Agreement, Holcomb shall be entitled to any other standard leave available to non-collective bargaining unit employees as may now exist or be made available during the term of this contract.

Section 6: Retirement Benefits

A. The City agrees to enroll Holcomb in the Ohio Public Employees' Retirement System (OPERS) and to make all required City contributions on Holcomb's behalf.

B. In addition to the City's payments to OPERS, an additional salary allowance shall be paid in the amount of Holcomb's OPERS share, less 5%.

Section 7: General Business Expenses

A. The City agrees to pay for professional dues, memberships, and other expenses necessary for full participation in national, regional, state, and local associations and organizations necessary or desirable for Holcomb's continued professional growth and advancement, including but not limited to the ICMA Annual Conference, state league of municipalities, and such other national, regional, state, and local governmental groups and committees in which Holcomb or City is a member and for the good of the City.

B. The City acknowledges the value of having Holcomb participate and be directly involved in local civic clubs and organizations. Accordingly, the City agrees to pay for reasonable membership fees and/or dues to enable Holcomb to become an active member in local/regional civic clubs and organizations.

C. The City shall provide Holcomb with standard office equipment, and a cell phone allowance in the highest amount permissible within the City's Cellular Telephone or Data Device Policy used for purposes related to his duties as the City Manager. In lieu

thereof, Holcomb may elect to have a cell phone provided by the City in accordance with City policy. Any equipment or supplies provided by the City remains the property of the City of Oberlin and should only be used for the conduct of City business.

D. Paragraphs A through C above will be subject to annual appropriations and applicable City expense policies, and the requirement that all such claims for payment or reimbursement be submitted on forms and/or in a manner subject to the review and approval of the City Finance office.

Section 8: Termination

For purposes of this Agreement, termination shall occur if:

A. The City Council votes to terminate Holcomb in accordance with Section VI of the City Charter.

B. The City, citizens, or state legislature acts to amend any provisions of the Charter of the City of Oberlin or Oberlin Codified Ordinances pertaining to the role, powers, duties, authority, or responsibilities of Holcomb's position that substantially changes the form of government.

C. Holcomb resigns after having provided sixty (60) days' written notice in advance of the effective date of resignation.

Section 9: Severance

A. Severance shall be paid to Holcomb when employment is terminated for the reasons set forth and in accordance with Section 8. Such severance shall include payment equal to two (2) months' salary at the then-current rate of pay ("Severance Payment"). The Severance Payment shall be in a lump sum unless otherwise agreed to by the City and Holcomb.

B. In addition to the Severance Payment, Holcomb shall be paid for accrued earned sick in accordance with the current Employee Policy Manual, and unused vacation time accrued to the date of termination at the then current rate of pay.

C. For a period of sixty (60) days following the date of termination, or until equivalent benefits become available to Holcomb through a new employer, whichever comes first, the City shall pay the costs to continue the benefits provided in Section 4 above.

D. If Holcomb is terminated because of a conviction of a felony, gross misconduct, conviction of a misdemeanor offense for violating ethics laws, then the City shall have no obligation to pay the Severance Payment or to provide the other benefits under this Section.

E. The payment of Severance may, at the discretion of the City, be conditioned upon the execution of a mutual release and hold harmless agreement.

Section 10: Performance Evaluations

The City shall annually review and evaluate the performance of Holcomb. Unless otherwise agreed between the City and Holcomb, the evaluation process, at a minimum, shall include the opportunity for both parties to: (1) prepare a written evaluation, (2) meet and discuss the evaluation, and (3) present a written summary of the evaluation results. Informal reviews may occur from time to time, as requested by the City or by Holcomb.

Section 11: Hours of Work

It is recognized that the City Manager must devote a great deal of time outside regular office hours to the business of the City, and to that end, Holcomb will be allowed to flex time off as he shall deem appropriate during said regular office hours.

Section 12: Outside Activities

Holcomb agrees to remain exclusively employed by the City. The term "employed" shall not be construed to include occasional teaching, writing, speaking, or consulting, etc., performed on Holcomb's time off, even if outside compensation is provided to Holcomb for such services. Said activities are expressly permitted provided that no such activity would present a conflict of interest with Holcomb's responsibilities as the City Manager.

Section 13: Moving and Relocation Expenses

A. The City shall pay Holcomb's moving expenses directly or by reimbursement up to a maximum of Two Thousand Five Hundred Dollars (\$2,500.00). Said expenses shall include packing, moving, storage costs (not to exceed twelve (12) months), unpacking, and reasonable insurance charges.

Section 14: Indemnification

The City shall defend, save harmless and indemnify Holcomb against any tort, professional liability claims, or demand or other legal action in accordance with and subject to the limitations contained in Section 2744.07 of the Ohio Revised Code as may be amended from time to time and in accordance with any applicable provision(s) of the City's insurance policies.

Section 15: Bonding

The City shall bear the full cost of any fidelity, other bonds, or insurance required of Holcomb under any law or ordinance.

Section 16: Other Terms and Conditions of Employment

The City, upon agreement with Holcomb, may provide for such other terms and conditions of employment as it may determine from time to time relating to the performance and duties of Holcomb, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Charter of the City of Oberlin, or applicable law.

Section 17: Notices

Notices pursuant to this Agreement shall be addressed as follows:

CITY:

City of Oberlin, Council President
85 S. Main Street
Oberlin, OH 44074
ejohnson@cityofoberlin.com

HOLCOMB:

Greg Holcomb
*1100 Hunters Crossing Dr
Elyria, OH 44035*
CityManager@cityofoberlin.com

Alternatively, any notice required pursuant to this Agreement may be personally served or sent by electronic mail. Notice shall be deemed to have been made as of the date of personal service, the date of deposit of such written notice with the United States Postal Service or the date of transmission and electronic mail.

Section 18: General Provisions

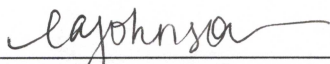
A. Integration. This Agreement sets forth and establishes the entire agreement between the City and Holcomb relating to the employment of Holcomb by the City. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by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

B. "City" defined: for purposes of this Agreement, any formal action of the City necessary to implement and provision of this Agreement shall require the approval of not less than a 5/7 majority of the Oberlin City Council.

C. Binding Effect. This Agreement shall be binding on the City and Holcomb as well as their heirs, assigns, executors, personal representatives, and successors in interest.

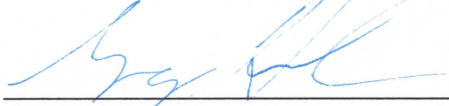
D. Severability. The invalidity of any portion of this Agreement will not affect the validity of any other provision. If any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

Adopted and approved by Ordinance No. 25-⁵⁷XX AC CMS of the Oberlin City Council.



Eboni A. Johnson, Council President

Date: 2 September, 2025



Greg Holcomb

Date: 9-3, 2025

Approved as to form:



Jon D. Clark, Law Director