City of Carroll

112 E. 5th Street Carroll, Iowa 51401-2799 (712) 792-1000 FAX: (712) 792-0139

MEMO TO: Honorable Mayor and City Council Members

FROM: Laura A. Schaefer, Finance Director/City Clerk

DATE: September 19, 2016

SUBJECT: City Manager Employment Contract

On September 12, 2016, Council approved the conditional offer with Michel Pogge-Weaver for the city manager position. The conditional offer was contingent upon the following:

1. Completion of a background check of education, driving, criminal and credit
2. Completion of a reference background check
3. Completion of both a physical exam and drug and alcohol test
4. Ratification of this offer by City Council

Now all four items have been satisfactorily completed.

Attached is a resolution approving an employment contract with Mr. Michel Pogge-Weaver for the city manager position. The items from the conditional offer have been incorporated into the employment contract.

RECOMMENDATION: Council discussion and approval of the resolution approving an employment contract for the city manager position with Michel Pogge-Weaver.

RESOLUTION NO. _____

A RESOLUTION APPROVING THE EMPLOYMENT CONTRACT FOR CITY MANAGER

WHEREAS, Chapter 17, of the Code of Ordinances of the City of Carroll, Iowa, provides that all contracts made by the City be reduced to writing and approved by the City Council by resolution; and

WHEREAS, the employment contract for the city manager position is attached hereto as Exhibit A; and

WHEREAS, it is determined that the approval of the attached employment contract for city manager with Michel Pogge-Weaver is in the best interest of the City of Carroll, Iowa;

NOW, THEREFORE, BE IT RESOLVED that the employment contract for city manager with Michel Pogge-Weaver, attached as Exhibit A, be authorized and approved, and that the Mayor is authorized to execute the employment contract on behalf of the City of Carroll.

PASSED AND APPROVED by the City Council of the City of Carroll, Iowa, this 21st day of September, 2016.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

BY:_____
Eric P. Jensen, Mayor

ATTEST:

By:_____
Laura A. Schaefer, City Clerk

CITY OF CARROLL

EMPLOYMENT CONTRACT

THIS EMPLOYMENT CONTRACT made and entered into this _____ day of September, 2016, by and between the City of Carroll, Carroll County, Iowa, (hereinafter referred to as "Employer") and Michel Pogge-Weaver, an individual (hereinafter referred to as "Employee"), both whom agree as follows:

WHEREAS, the Employer desires to retain the services of the Employee as City Manager of Carroll, Iowa, and

WHEREAS, it is the desire of the Employer to (1) offer inducement to Employee in an effort to secure his employment and to induce him to remain in such employment in the future; (2) establish the job duties and responsibilities of the Employee; and (3) provide a means for terminating Employee's services when either the Employee or the Employer may desire to terminate the Employer-Employee relationship; and

WHEREAS, the Employee desires to obtain employment with the Employer as the City Manager of Carroll, Iowa.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1) The Employee understands that he will serve as City Manager of the City of Carroll, Carroll County, Iowa, at the pleasure of the Council. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Council to determine that Employee shall no longer serve as City Manager, subject only to the provisions set forth in this Contract.

2) Nothing shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position with Employer; subject only to the provisions set forth in this Contract.

3) In the event Employee voluntarily resigns his position with Employer during a contract term, the Employee shall give the Employer thirty (30) days notice in advance, unless the parties otherwise agree. Upon voluntary resignation, the Employee shall not be entitled to severance benefits of any kind, except he shall receive payment for unused vacation and other benefits usually paid other employees at termination provided the above required notice is given.

4) The Employer may terminate this contract at any time for just cause with no notice requirement, and if the Employee is terminated for just cause, he shall receive no severance pay, except he shall receive payment for unused vacation and other benefits usually paid other employees at termination. In the event the Employer terminates the contract without just cause, it may do so by giving the Employee thirty days (30) notice, in writing. In such event, the Employee, if requested by Employer,

shall continue to render his services and shall be paid his regular compensation up to the date of termination. Upon issuance of such termination notice, the Employer recognizes the adverse circumstances in which the Employee has been placed and, therefore, agrees to pay the Employee, at the time of termination, a severance equal to three (3) months' salary and three (3) months of insurance benefits as full and complete settlement for all damages sustained by the Employee as a result of his discharge, in addition to whatever accrued vacation the Employee may have accumulated. No other benefits will be allowed or accrued during the three (3) months' severance period. After a six month's evaluation, employee's severance benefit will increase to four (4) months.

5) The Employer shall furnish the Employee all equipment, material and personnel necessary for the efficient performance of the official duties as City Manager.

6) The Employee shall perform those duties outlined in the Code of Ordinances, Chapter 20 entitled "City Manager", job description and such additional duties as may be assigned by the City Council.

7) The Employee shall devote his full time and talents to the best of his ability to advance the best interests of the City of Carroll, Carroll County, Iowa.

8) Employer agrees to pay Employee for services rendered an annual base salary of one hundred and five thousand dollars ($105,000.00) for the contract term payable in equal installments at the same time as other employees of the Employer are paid. The Employer shall not, at any time during the term of this Agreement, reduce the salary or other benefits of the Employee. This contract will be reviewed and the Employee will be evaluated in April 2017, and any increase in salary will be made effective July 1, 2017.

9) Employer shall defend, hold harmless and indemnify Employee against any tort or liability claim or demand or any other legal action arising from City activities or any alleged act of omission occurring during the performance of Employee's duties as City Manager; provided the acts are not in violation of any state or federal criminal statute.

10) Employee shall be entitled to those benefits set forth below:

(A) **VACATION.** Upon hire the Employee shall receive forty (40) hours of paid vacation and will begin to accrue 6.67 hours per month. The City will credit employee with 6 years of service on the vacation schedule. The employee will not be able to take vacation during the first 90 days of employment.

(B) **HOLIDAYS.** Employee is considered to be on-call twenty-four (24) hours a day; however, unless his services are needed, the Employee shall not be required to work on those days which have been designated as holidays in the City's Personnel Policy/Handbook.

(C) **PROFESSIONAL DUES AND SUBSCRIPTIONS.** Employer shall budget and pay for professional dues and subscriptions necessary for Employee's membership in various associations and organizations which are necessary and desirable for his continued professional participation and growth for the good of the Employer, and to pay for any reasonable professional development or training expenses. Those memberships deemed to be necessary and desirable shall include, but not be limited to, national, state and local city management associations and the Iowa League of Cities. Those publications deemed to be necessary and desirable shall include, but not be limited to, regular publications of the above organizations. Those meetings and seminars deemed necessary and desirable shall include, but not limited to, ICMA Annual Conference, the Iowa League of Cities and the state and local city management association.

(D) **TRAVEL EXPENSE.** Meals and lodging will be paid on an actual cost basis. Receipts for all expenses will be attached to the vouchers submitted by the Employee.

(E) **AUTOMOBILE ALLOWANCE.** The Employer will provide an automobile allowance of $200.00 per month to the Employee, payable thru bi-weekly payroll.

(F) **INSURANCE.** The Employer will provide Employee with the same insurance benefits available to other City employees.

(G) **OTHER LEAVES.** The Employer will provide other leaves of absence available to other City employees as designated in the City's Personnel Policy/Handbook.

(H) **RESIDENCY REQUIREMENT.** The Employee will become a resident of the City of Carroll, Carroll County, Iowa by April of 2017, unless the parties agree otherwise.

(I) **RETIREMENT.** The Employee and Employer shall participate and contribute in the usual and customary monetary amounts into the State of Iowa Public Retirement Systems (IPERS) or at Employee's option, the equivalent percent in an Employer authorized 457 deferred compensation plan.

(J) **MOVING AND RELOCATION EXPENSES.** The Employer agrees to reimburse Employee for reasonable and actual relocation and moving expenses up to $4,000, incurred by moving from Benson, MN to Carroll, Iowa.

11) This Contract shall become effective commencing the 24th day of October 2016 and shall continue through June 30, 2017. The Employee shall be deemed to be terminated without just cause if the Employer elects to not provide a new contract with

similar terms after June 30, 2017. If any provision or any portion thereof contained in the Contract, shall be deemed unconstitutional, invalid or unenforceable, the remainder of this Contract shall be deemed severable, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the Mayor and Clerk of the City of Carroll, Iowa have executed this Contract on behalf of the City following approval by Resolution No. _____ passed and approved by the Carroll City Council on the _____ day of September, 2016.

CITY OF CARROLL
CARROLL COUNTY, IOWA
CITY COUNCIL

EMPLOYEE

_____
Eric P. Jensen, Mayor

_____
Michel J. Pogge-Weaver

9/12/2016
Date

ATTEST:

_____
Laura A. Schaefer, City Clerk/Finance Director