City of Carroll

627 N. Adams Street Carroll, Iowa 51401 (712) 792-1000 FAX: (712) 792-0139

MEMO TO: City Council Members

FROM: Mayor Eric Jensen

DATE: May 6, 2021

SUBJECT: Revised City Manager Employment Contract

On April 26, 2021, the City Council completed the performance review of City Manager Michel Pogge-Weaver. At the time of the review Mr. Pogge-Weaver received an excellent performance evaluation from the Council.

On April 28, 2021 I met with Mr. Pogge-Weaver to negotiate a revised employment contract. Attached is the revised employment contract agreed to by the parties.

RECOMMENDATION: Council discussion and approval of the resolution approving a revised 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 revised 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 with City Manager Michel Pogge-Weaver is in the best interest of the City of Carroll, Iowa;

NOW, THEREFORE, BE IT RESOLVED that the employment contract with City Manager 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 10th day of May, 2021.

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 May, 2017, 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 continue 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 continue 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 continue 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. As used in this section, "just cause" shall mean only one or more the following:

a) Conviction of, or no contest plea to, a felony;

b) Conviction of, or no contest plea to, any illegal act involving moral turpitude or personal gain;
c) Any act constituting a knowing and intentional violation of the City's conflict of interest policy; or
d) Repeated and protracted unexcused absences from the City Manager's office and duties.

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 eight (8) months' salary and eight (8) 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. Annually on October 24th, the severance for salary and insurance benefits shall increase by 1 month, not to exceed 12 months in total. In the event the Employee is terminated without just cause by the Employer during the six (6) month period immediately following the seating and swearing-in of one or more new governing body members, and during such time that Employee is willing and able to perform his duties under this Agreement, then, the Employer agrees to pay double the severance compensation, both salary and insurance benefits, the Employee would otherwise be entitled. No other benefits will be allowed or accrued during the severance period.

The termination and severance of Employee must be in accordance with the "Separation Agreement" agreed to by Employer and Employee. A template for such agreement is available from ICMA.

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 set at 100% top of salary for the City Manager position, which is currently one hundred and thirty-six thousand one hundred ninety-six dollars and sixty-eight cents ($136,196.68). The Employee shall be paid in equal installments at the same time as other employees of the Employer are paid.

Future adjustments to the top of scale for the City Manager position shall be made following the same percentage increase provided to non-union city employees.

The Employer shall not, at any time during the term of this Agreement, reduce the salary or other benefits of the Employee, unless as part of a general City management salary reduction, and then in no greater percentage than the average reduction of all City department heads.

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.** On October 24, 2017, Employee shall receive an additional forty (40) hours of paid vacation and will continue to accrue 6.67 hours per month. At hire, the City credited Employee with 6 years of service on the vacation schedule, which remains in place.

(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 is to remain a resident of the City of Carroll, Carroll County, Iowa during his term of employment, 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.

11) This Contract shall become effective after approval of both parties and shall run until amended by mutual agreement of both parties or terminated by either party follow the provisions in paragraph 3 or 4 of this contract.

12) This Employment Contract replaces the previous Employment Contracts dated the 26th day of September, 2016 and 8th day of May, 2017.

13) 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 May, 2021.

CITY OF CARROLL
CARROLL COUNTY, IOWA
CITY COUNCIL

EMPLOYEE

_____
Eric P. Jensen, Mayor

_____
Michel J. Pogge-Weaver

ATTEST:

_____
Date

_____
Laura A. Schaefer, City Clerk/Finance Director