



City Council Meeting - Budget Work Session

Wednesday, January 18, 2023 at 5:15 pm

LOCATION OF MEETING:

City Hall Council Chambers, 627 N. Adams Street, Carroll, Iowa 51401

NOTICE

In addition to attending the meeting in person, the public can watch the meeting live from the City's Cable Access Channel CAAT6 available on Western Iowa Network and Mediacom or on the City's YouTube channel by going to: <https://www.youtube.com/CityofCarrollIowa> If you choose to watch live on YouTube you are encouraged to subscribe to the City's YouTube channel so you can access the meeting live when it starts. CAAT6 and YouTube meeting feeds are a view only option and you will not be able to participate in the meeting via CAAT6 or YouTube.

*** AMENDED AGENDA ***

1. Pledge of Allegiance
 2. Roll Call
 3. Resolutions
 - a. ***F.Y. 22/23 Salary Resolution Amendment and Appointment of City Manager***
 4. Reports
 - a. FY 2023-2024 Budget Work Session

A copy of the 2023-2024 Preliminary Budget can be found using this [link](#).
 5. Adjourn
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January Meetings:

- * City Council – January 23, 2023 – City Hall – 627 N Adams St
- * City Council Budget Workshop - January 25, 2023 - City Hall - 627 N Adams St
- * City Council Budget Workshop - January 30, 2023 - City Hall - 627 N Adams St

www.cityofcarroll.com

The City of Carroll will make every attempt to accommodate the needs of persons with disabilities, please notify us at least three business days in advance when possible at 712-792-1000, should special accommodations be required.

City of Carroll

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: The Honorable Mayor and Members of the City Council

FROM: Jeff Cayler, Interim City Manager



DATE: January 17, 2023

SUBJECT: F.Y. 22/23 Salary Resolution Amendment and Appointment of City Manager

When Michel Pogge-Weaver resigned his position as City Manager, the City contracted with Midwest Municipal Consulting to conduct the search for his replacement. During the discussion in which the advertisement was drafted, the Council decided to adjust the top-of-range salary for this position, but no formal action was taken.

A public reception was held on Friday, January 13, and interview panels conducted interviews with three candidates on Saturday, January 14. Following input from the public reception and interview panel members, the City Council has offered the position to Aaron Kooiker, current City Administrator in Fairfield, Iowa. He has accepted this offer and has signed the attached employment contract.

Attached to this memo you will find two resolutions. The first will establish a new top-of-range salary for the City Manager position, and the second will approve the employment contract with Aaron Kooiker to serve as the next Carroll City Manager.

RECOMMENDATION: Council consideration and approval of the attached resolutions: 1) Resolution setting the top-of-range salary for the City Manager position. 2) Resolution approving the employment contract with Aaron Kooiker.

RESOLUTION NO. _____

**A RESOLUTION AMENDING RESOLUTION NO. 22-20 SETTING
SALARIES/WAGES FOR THE CITY MANAGER OF THE CITY OF CARROLL FOR
FISCAL YEAR 2022/2023**

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CARROLL, IOWA THAT:

Section 1. The City Manager position shall be paid the salaries or wages indicated below for the Fiscal Year 2023 Wage Schedule and the City Clerk and/or City Manager is hereby authorized to issue checks less legally required or authorized deductions from the amounts set out below on a bi-weekly basis, and also make such contributions to Social Security, I.P.E.R.S., or other purpose as required by law or authorization of the Council, all subject to audit and review by the Council.

Section 2. All City personnel are subject to the provisions contained in the City of Carroll Personnel Policy Manual adopted on February 24, 2003 and last updated on September 13, 2021. All employees and positions covered by bargaining units or other employment related contracts are subject to the terms and conditions of those agreements in addition to the City's Personnel Policy Manual.

Position

January 18, 2023 Hourly Rate/Salary

City Manager

\$160,000.00

PASSED AND APPROVED by the City Council of the City of Carroll, Iowa, this 18th day of January, 2023.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

BY: _____
Mark E. Beardmore, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

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 Aaron Kooiker is in the best interest of the City of Carroll, Iowa;

NOW, THEREFORE, BE IT RESOLVED that the employment contract for city manager with Aaron Kooiker, 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 18th day of January, 2023.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

BY: _____
Mark E. Beardmore, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

CITY OF CARROLL

EMPLOYMENT CONTRACT

THIS EMPLOYMENT CONTRACT made and entered in this 23rd day of January 2023, by and between the City of Carroll, Carroll County, Iowa, (hereinafter referred to as "Employer") and Aaron B. Kooiker, an individual (hereinafter referred to as "Employee"), both whom agree as follows:

WHEREAS, the Employer desires to engage 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 employ 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 be employed with the Employer as the City Manager of Carroll, Iowa.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The Employee's initial employment term shall begin on March 20, 2023 and shall extend through June 30, 2024. This employment contract may be renewed upon review each year at a time after its extension.
2. 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.
3. 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.
4. In the event Employee voluntarily resigns his position with Employer during a contract term, the Employee shall give the Employer sixty (60) 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 to other employees at termination provided the above-required notice is given.
5. 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 by 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 severance period.

6. The Employer shall furnish the Employee with all equipment, material, and personnel necessary for the efficient performance of the official duties. as City Manager.
7. 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.
8. 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.
9. Employer agrees to pay Employee for services rendered an annual base salary of One Hundred Fifty Thousand Dollars (\$150,000) through June 30, 2024 in equal installments at the same time as other employees of the Employer are paid; subject to initial review following six (6) months of employment, payable in equal installments at the same time as other Employees of the Employer are paid. Employer agrees to review and evaluate Employee's job performance at six months and each year annually, thereafter, including any increase in salary.
10. 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.
11. Employee shall be entitled to those benefits set forth below:
 - (A) **VACATION, HOLIDAYS AND SICK LEAVE.** Vacation, Holiday and Sick leave shall be afforded to Employee consistent with the benefits afforded to all other non-bargaining City Employees as set forth in existing City policy; however, Employee will begin employment with one (1) week of vacation and accrue vacation at a rate of 6.67 hours per month. After the first year of employment, vacation will accrue at a rate of 10.00 hours per month.
 - (B) **OTHER LEAVES.** The Employer will provide other leaves of absence available to other City employees as designated in the City's Personnel Policy/Handbook.
 - (C) **INSURANCE.** The Employer will provide Employee with the same insurance benefits available to other City employees.
 - (D) **PROFESSIONAL DUES AND SUBSCRIPTIONS.** The 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 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 are not limited to, ICMA Annual Conference, the Iowa League of Cities, and the state and local city management association.

- (E) **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.
- (F) **AUTOMOBILE ALLOWANCE.** The Employer will provide an automobile allowance of \$200.00 per month to the Employee, payable thru bi-weekly payroll.
- (G) **CELLULAR PHONE.** The City will provide Employee with a mobile phone for use for City business.
- (H) **HEALTH CLUB MEMBERSHIP-** The City will discount 50% of the cost for a Carroll Recreation Center Annual Membership.
- (I) **RESIDENCY REQUIREMENT.** The Employee is to become a resident of the City of Carroll, Carroll County, Iowa within six (6) months of employment unless the parties agree otherwise.
- (J) **RELOCATION REIMBURSEMENT.** Upon the providing of acceptable documentation, Employer agrees to reimburse Employee a lump sum payment up to Four Thousand Dollars (\$4,000) for any relocation and moving expenses, storage costs, insurance charges, rent and any other miscellaneous expenses incurred with respect to moving to Carroll, including packing materials and direct costs associated with the sale of the Employee's existing personal residence, and real estate agent fees and other closing costs directly associated with the purchase and sale of property.
- (K) **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 the Employee's option, the equivalent percent in an Employer authorized 457 deferred compensation plan.

12. 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 following the provisions in paragraphs 3 or 4 of this contract.

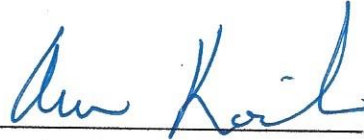
13. If any provision or any portion thereof contained in the Contract, shall be deemed unconstitutional, invalid, or unenforceable, the remainder of this Contract shall be deemed severable, shall not be affected, and shall remain in full force and effect.

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 23rd day of

January 2023.

CITY OF CARROLL
CARROLL COUNTY, IOWA
CITY COUNCIL

EMPLOYEE



Mark Beardmore, Mayor

Aaron B. Kooiker, Employee

DATE 01/15/23

ATTEST:

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