



City of Grand Island

Tuesday, December 05, 2006

Council Session

Item I1

#2006-352 - Approving Appointment of City Administrator Gary Greer and Employment Contract

Staff Contact: Margaret Hornady

Council Agenda Memo

From: Mayor Margaret Hornady
Meeting: December 5, 2006
Subject: Approving City Administrator Employment Agreement
Item #'s: I-1
Presenter(s): Mayor Margaret Hornady

Background

Section 2-35 Administrator; Appointment; Duties of the Grand Island City Code, (see attached) indicates that “The employment of the City Administrator may be administered by negotiated contract.” The City Administrators term, like other statutory officers runs with the term of the Mayor. Therefore, his contract expires with the end of Mayor Vavricek’s term. In order to secure a new contract, I have spoken with Gary Greer about a new contract.

Discussion

Attached is a new Employment Agreement requested by the City Administrator for the next four years. The contract is substantially the same as the last contract with a few modifications as noted in Gary’s cover letter.

Alternatives

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Approve Resolution #2006-352 approving an Employment Agreement for the City Administrator.
2. Deny Resolution #2006-352 to approve the City Administrators Employment Agreement.
3. Modify Resolution #2006-352 to meet the needs of the City Council.
4. Table the issue.

Recommendation

The City Council is recommended to approve Resolution #2006-352 to approve the City Administrators Employment Agreement.

Sample Motion

Motion to approve Resolution #2006-352 approving the City Administrators Employment Contract.

Division 2. City Administrator

§2-35. Administrator; Appointment; Duties

There is hereby created and established the office of city administrator, to be appointed by the mayor, with the approval of the city council; provided, no elective officer of the City of Grand Island shall hold the position of city administrator. The city administrator shall be the chief operating officer of the City of Grand Island. The administrator shall hold office until the end of the mayor's term of office, and until a successor is appointed and qualified, unless sooner removed, or the ordinance creating the office shall be repealed, except as otherwise provided by law. The employment of the city administrator may be administered by a negotiated contract.

The purpose of the office of city administrator is to provide for the day-to-day administration of the City of Grand Island, Nebraska. The city administrator will remain under the direction of the mayor and be responsible thereto for the efficient conduct of the office.

The city administrator shall not participate in a local election that affects the office of mayor or city council, or any other elective municipal position or issue, except for the casting of an individual ballot.

The city administrator will keep the mayor informed and seek input on any action he or she takes or will take. The salary of the city administrator shall be established by ordinance.

Council Agenda Memo

From: Mayor Margaret Hornady
Meeting: December 5, 2006
Subject: Appointment of Statutory Officer's
Item #'s: I-1, I-2, I-3, I-4, & I-5
Presenter(s): Mayor Margaret Hornady

Background

According to Article III - Appointed and Hired Officials, Section 2-30 Officers; Appointive of the Grand Island City Code, (see attached) the Mayor is required to appoint statutory officers for her term. Statutory officers include:

- 1.) City Administrator
- 2.) City Attorney
- 3.) City Clerk
- 4.) City Engineer/Public Works Director
- 5.) City Treasurer/Finance Director

These officers also must be approved by the City Council.

Discussion

According to Section 2-30 of the Grand Island City Code, I am requesting approval of the following statutory officers:

- 1.) City Administrator – Gary D. Greer ICMA-CM
- 2.) City Attorney (Interim) – Dale Shotkoski
- 3.) City Clerk – RaNae Edwards CMC
- 4.) City Engineer/Public Works Director – Steve Riehle
- 5.) City Treasurer/Finance Director – David Springer

Alternatives

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Approve the statutory officers
2. Deny the statutory officers
3. Ask the Mayor to reconsider her recommendation for the appointment of statutory officers

Recommendation

City Council is recommended to approve the appointments of the statutory officers.

Sample Motion

Motion to approve the appointments of City Administrator – Gary D. Greer ICMA-CM; City Attorney (Interim) – Dale Shotkoski; City Clerk – RaNae Edwards CMC; City Engineer/Public Works Director – Steve Riehle; and City Treasurer/Finance Director – David Springer.

Article III. Appointed and Hired Officials

Division 1. General

§2-30. Officers; Appointive

The following shall constitute the statutory officers of the City of Grand Island which shall be appointed by the mayor and approved by the council. These officers shall hold office until the end of the mayor's term and until their successors are appointed and qualified. These appointive officers may be removed at any time by the mayor, with the approval of a majority of the council:

- City Administrator
- City Attorney
- City Clerk
- City Engineer / Public Works Director
- City Treasurer / Finance Director

EMPLOYMENT AGREEMENT
GARY D. GREER

THIS AGREEMENT is made and entered into this 5th day of December, 2006, by and between the CITY OF GRAND ISLAND, A Municipal Corporation, hereinafter called the "City", as party of the first part, and Gary D. Greer, hereinafter called "Employee", as party of the second part, both of whom understand and agree as follows:

Witnesseth:

WHEREAS, the City desires to employ the services of said Employee as the Administrator of the City of Grand Island, as provided by the Code of the City of Grand Island; and

WHEREAS, it is the desire of the City Council to provide certain benefits, establish certain conditions of employment, and to set working conditions of said Employee; and

WHEREAS, it is the desire of the City Council to: (1) secure and retain the services of the Employee and to provide inducement for him to remain in such employment; (2) to make possible full work productivity by assuring Employee's morale and peace of mind with respect to future security; (3) to act as a deterrent against malfeasance or dishonesty for personal gain on the part of Employee; and (4) to provide a just means for terminating Employee's services at such time as he may be unable to fully discharge his duties due to age or disability or when the City may desire to otherwise terminate his employment; and

WHEREAS, Employee desires to accept employment as Administrator of said City pursuant to the laws of the State of Nebraska and the Code of the City of Grand Island;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1 – Duties

The City hereby agrees to employ said Employee as Administrator of the City to perform the principal functions and duties specified in the City Code for the City of Grand Island and the laws of the State of Nebraska, and to perform such other legally permissible and proper duties and functions as the Mayor and/or City Council shall from time to time assign.

Section 2 – Term

A. Expiration at the end of Term of Appointing Official. This Agreement shall expire at the end of the elected term of the current elected Mayor for the City of Grand Island. Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of the City to terminate the services of the Employee at any time prior to the end of the term, subject only to the provisions set forth in Section 3, paragraph A(1) and A(2), of this Agreement.

B. Expiration after resignation. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign at any time from his position with the City, subject only to the provision set forth in Section 3, paragraph B, of this Agreement.

C. Exclusive Employment. Employee agrees to remain in the exclusive employ of the City until termination or resignation as provided in Section 3 of this Agreement occurs. The employee shall not use any confidential information obtained through his position as City Administrator for personal gain. Both parties acknowledge that exclusive employment shall mean that Employee shall not accept any outside employment from any source whatsoever without first obtaining written approval from Employer. Outside employment shall not be construed to include occasional teaching, writing or consulting performed on the employee's time off. It is further understood that any activity of this nature outside of the workplace cannot represent a conflict of interest.

D. Job Performance Evaluation. Employee's job performance shall be evaluated by the Mayor with the advice of the Council in December of 2007, and at least once annually thereafter.

Section 3 – Termination

A(1). Termination for Just Cause. The Mayor with approval of the City Council shall have the right at any time during the term of this Agreement to terminate the Employee for just cause. "Just cause" is defined as (a) a conviction of a felony or misdemeanor involving moral turpitude, (b) breach of this agreement, (c) commission of any dischargeable offense as defined in the Personnel Rules and Regulations for the City of Grand Island.

A(2). Termination for Reasons Other Than Just Cause and Consideration Given for the release of all Claims Against the City. In the event that the Mayor, with the approval of the City Council, during the term of this Agreement, terminates Employee for reasons other than just cause, the City agrees to pay Employee in a single lump-sum payment an amount equal to (6) months of the employee's salary, excluding the City's obligation for retirement, insurance, benefits or allowances for said six (6) month period, within thirty (30) days of termination of Employee's employment. Upon payment of such lump sum payment to the Employee, the Employee does hereby waive and release the City, and its elected officials, managers, employees, and agents, from any and all claims of any nature whatsoever which may arise by reason of such termination, including, but not limited to, an alleged breach of this contract (or any other express or implied

contract), or federal law, state law or local ordinance, or constitutional due process claim that Employee's termination by the City deprived Employee of a property interest and continued employment with the City and of a liberty interest in the Employee's good name and reputation.

B. Notice Period for Voluntary Resignation. In the event Employee voluntarily resigns his position with the City before the expiration of the aforesaid term of employment, then Employee shall give the City two (2) months notice in advance, unless the parties otherwise agree.

Section 4 – Salary

The City agrees to pay Employee for his services rendered pursuant hereto an annual salary initially established at \$122,622.39, which is Step 6 of the pay range for the City Administrator position, as established in the City's pay plan. In addition, the City agrees to increase said salary or other benefits or both of Employee in such amounts and to such an extent as the Mayor and City Council may determine that it is desirable to do so for all employees. The annual salary shall be established in the annual budget and any salary adjustment shall conform to the City's pay plan system.

Section 5 – Hours of Work

It is recognized and understood by Employee that the normal work week for City employees is forty (40) hours per week. It is further understood and recognized by Employee that he is the City Administrator and, as such, is expected to and shall devote whatever time is necessary and desirable to his employment activities in order to promote and carry out his job and the duties associated therewith.

Section 6 – Automobile

Employee shall receive a car allowance to compensate for the use of Employee's private vehicle. The amount of such car allowance is established at the rate of \$300.00 per pay period.

Section 7 – Dues and Subscriptions

The City agrees to budget and to pay the professional dues and subscriptions of Employee's membership to the International City Manager's Association (ICMA) and Nebraska City Manager's Association (NCMA) and any other organizations the Employer deems beneficial to the City.

Section 8 - Professional Development

A. Travel and Professional Development. The City hereby agrees to budget and to pay the travel and other expenses of Employee for professional and official travel, meetings, and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official and other functions for City, including but not

limited to the State League of Municipalities meetings, and the Annual Conference of the ICMA or the National League of Cities Conference.

- B. Service Club Participation. The City agrees to pay the employee's annual dues to one (1) community service organization on behalf of the employee.

Section 9 – Vacation Leave, Medical Leave and Holiday Pay

Employee shall be entitled to receive the same vacation leave, sick leave, and holiday benefits as those accorded to other employees of the City pursuant to the Personnel Rules and Regulations, including provisions governing accrual and payments therefor on termination of employment, provided that Employee shall earn fifteen (15) days of vacation leave per calendar year. Upon termination employee will be paid for all accrued vacation leave. Additionally, upon termination the value of all accrued medical leave shall be deposited in Employee's VEBA account.

Section 10 – Disability, Health, and Life Insurance

Employee shall be entitled to receive the same insurance coverage for life, accident, sickness, disability income benefits, and major medical as is accorded to employees pursuant to the Personnel Rules and Regulations for the City of Grand Island. The employee will receive an additional life insurance benefit of \$200,000 to be paid for by the employer.

Section 11 – Retirement

Employee shall be entitled to receive the same retirement benefits as are accorded to other employees of the City, provided said employee's retirement pension shall be paid to ICMA. Additionally, the Employee will receive the maximum annual deferral limit allowable by the Internal Revenue Service deposited in Employees ICMA-RC 457 account.

Section 12 – Other Terms and Conditions of Employment

- A. Conditions of Employment. The City Council shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Code, or any other law.

- B. Personal Rules and Regulations Applicability. The provisions of the Personnel Rules and Regulations of the City of Grand Island as they now exist or hereafter may be amended shall apply to the Employee as they would to all other employees of the City with the exception of any other items specifically referenced in this agreement.

Section 14 – General Provisions

A. Employee shall meet with the Mayor and City Council on an annual basis in the first quarter to set goals for the City.

B. The text herein shall constitute the entire agreement between the parties.

C. This Agreement shall be binding upon and inure to the benefit of the heirs at law and personal representative of the Employee.

D. This Agreement shall become effective commencing the date herein before written.

E. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement or portion hereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Grand Island has caused this Agreement to be signed and executed in its behalf by its Mayor and duly authenticated by its City Clerk, and the Employee has signed and executed this Agreement, in triplicate, the day and year first above written.

CITY OF GRAND ISLAND, NEBRASKA,
A Municipal Corporation

By: _____
Mayor

Attest:

City Clerk

Gary D. Greer

Approved by the City Attorney:

R E S O L U T I O N 2006-352

WHEREAS, under Neb. Rev. Stat., §16-308, the office of City Administrator for the City of Grand Island, Nebraska, is an appointed position; and

WHEREAS, the Mayor, with the approval of the City Council, may appoint the position of City Administrator; and

WHEREAS, a proposed Employment Agreement between the City of Grand Island and Gary D. Greer has been prepared by the Mayor for the City of Grand Island; and

WHEREAS, this position appointed by the Mayor and confirmed by the City Council shall hold the position until the end of the Mayor's term of office; and

WHEREAS, this position appointed by the Mayor may be removed at any time by the Mayor with approval of a majority of the City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Gary D. Greer is hereby duly appointed the City Administrator for the City of Grand Island, Nebraska, until the end of the Mayor's term of office.

BE IT FURTHER RESOLVED that the Employment Agreement between the City and Gary D. Greer, City Administrator, is hereby approved; and the Mayor is hereby authorized and directed to execute such agreement on behalf of the City of Grand Island.

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Adopted by the City Council of the City of Grand Island, Nebraska, December 5, 2006.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

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| Approved as to Form | ☐ _____ |
| November 30, 2006 | ☐ City Attorney |