

City of Scottsbluff, Nebraska

Monday, October 21, 2013

Regular Meeting

Item Reports6

Council to consider the revised contract with City Manager Rick Kuckkahn and authorize the Mayor to execute the contract.

Staff Contact: Howard Olsen, City Attorney

AGREEMENT

This Agreement shall be effective as of the 1st day of October, 2013 and is made between the CITY OF SCOTTSBLUFF, NEBRASKA, a Political Subdivision of the State of Nebraska, hereinafter referred to as “City” and RICK KUCKKAHN, hereinafter referred to as “Kuckkahn”.

The City offered to Kuckkahn the job of City Manager of Scottsbluff, Nebraska effective March 1, 1998 and Kuckkahn accepted. Kuckkahn has been performing the duties of City Manager for the City since. This Agreement shall supersede all prior agreements and contracts between the City and Kuckkahn relating to his employment and compensation.

1. **DUTIES:** The duties of the City Manager are set forth in Ordinance Nos. 6-2-35 through No. 6-2-39, which may be amended from time to time.

City shall conduct an annual performance-based evaluation of Kuckkahn during the first regular meeting of the City Council in March of each year.

2. **COMPENSATION:** Kuckkahn’s salary shall be \$104,000.00 annually.

3. **BENEFITS:** Kuckkahn shall receive all benefits as provided by the City Personnel Manual with the following exceptions:

- a. Vacation: For vacation leave, Kuckkahn shall be treated as a twenty-year employee and be entitled to an annual amount of four weeks vacation. Kuckkahn shall accrue vacation leave as provided for twenty-year employees in the City Personnel Manual, or as otherwise determined by City.
- b. Retirement: City shall contribute an amount equal to 9% of Kuckkahn’s salary to Kuckkahn’s ICMA-RC account in lieu of his participation in the City retirement plan. Kuckkahn may make voluntary contributions to his ICMA-RC account to the extent City employees are allowed to make voluntary contributions to the City retirement plan pursuant to the City Personnel Manual, City Ordinance, Internal Revenue Codes and its applicable regulations. However, if Kuckkahn makes any voluntary contributions to his ICMA-RC account, the City will not be required to make corresponding matching contributions as any such contribution of the City required by this Agreement will be limited to 9% of Kuckkahn’s salary. The City shall not be required to make any other contribution to Kuckkahn’s IMCA-RC account.
- c. Professional Association: City agrees to support Kuckkahn in the regional and national activities of ICMA and the League of Nebraska Municipalities. City shall pay annual dues and conference expenses to ICMA and the Nebraska City/County Management Association and shall further provide payment of dues for Rotary and AICP.

- d. Vehicle: City shall pay Kuckkahn an annual allowance of \$3,000.00 in lieu of providing Kuckkahn with a City car and reimbursing him for car related expenses, including mileage.
- e. Cell Phone: City shall pay Kuckkahn an annual cell phone allowance of \$360.00.
- f. Expenses: Except as specifically provided herein, City shall reimburse Kuckkahn for the payment of City business expenses while conducting official City business as long as reimbursement is not prohibited by applicable law or other provision of this Agreement.
- g. Severance Package: The parties acknowledge that Neb. Rev. Stat. '19-645 provides that the City Manager shall hold office at the pleasure of the council. It is therefore not possible for the City to offer Kuckkahn any guarantee of continued employment. To induce Kuckkahn to continue to serve in the position of City Manager, the Council has determined that it is in the best interests of the City to provide a severance package in the event Kuckkahn's employment is terminated by City. All sums payable to Kuckkahn pursuant to this Agreement are compensation for services rendered before payment is made or agreed to be made. City agrees to pay Kuckkahn on the City's regular pay days, six months severance in the event the City terminates Kuckkahn for any reason other than Just Cause, forced resignation, or the City's change from a council-manager form of government. This severance is not payable if Kuckkahn resigns or voluntarily terminates his employment. This severance shall include City-paid family health, dental, retirement, life and long-term disability (if applicable) for the duration of the severance.

The severance provided herein will automatically cease and terminate at the time Kuckkahn commences employment in another position with the same or greater gross pay as provided hereunder. If a lesser paying employment position is secured during the severance period, then severance will continue as the difference between his City regular gross pay minus the regular gross pay of his new position.

“Just Cause” as used herein, shall be defined as follows: Neglect of duty, unprofessional conduct, insubordination, immorality, physical or mental incapacity or other conduct which substantially interferes with the continued performance of duties.

- 4. **AUDIT:** The City Clerk shall, in March of each year, perform an internal audit of Kuckkahn's compensation and benefits and report the findings to the Mayor. Kuckkahn shall give the Clerk access to all resources and information needed for the Clerk to perform the audit.
- 5. **TERMINATION:**

- a. If Kuckkahn tenders his resignation to City, he must give sixty days advance written notice.
- b. The employment of Kuckkahn is at will and can be terminated at any time by the City.

IN WITNESS WHEREOF.

CITY OF SCOTTSBLUFF

BY: _____
Mayor

ATTEST:

City Clerk

Rick Kuckkahn