

**City of Seward, NE**  
**Tuesday, June 16, 2015**  
**Regular Session**

**Item G15**

**CONSIDERATION OF CITY ADMINISTRATOR**

*Appointment*

*Contract (Employment Agreement)*

**Staff Contact:**

## BRUCE E. SMITH

110 Wagon Trail Drive, Ogallala, NE 69153

308-289-9334

brucesmith764@hotmail.com

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April 7, 2015

Mayor Joshua Eickmeier  
P.O. Box 38  
537 Main Street  
Seward, NE 68434

Dear Mayor Eickmeier:


I am writing to express my interest in bringing my nearly 30 years of City Government management and broad business experience to the City Administrator position at Seward.

With 13 years of experience as the City Administrator in Kimball and almost 2 years as City Manager of Ogallala, I am confident I can play a key role in the success of Seward. My qualifications are especially geared for this position, including:

- Deep management insight gained through key senior-level management positions, including *City Manager* of Ogallala, Nebraska, *City Administrator* of Kimball, Nebraska, *Town Clerk/Treasurer* of Lusk, Wyoming and, *Chief Operating Officer* for a community-owned natural gas supplier in Nebraska, ACE.
- Extensive experience in program management and operations, including strategic direction, staff management, resource allocation, forecasting and scoping, budgeting, human resources, and purchasing.
- Particular talent for building, leading, and motivating teams to promote individual talents, facilitate team productivity, and contribute to the organization's success.
- Expertise in directing complex projects and initiatives, leveraging diverse business analysis skills, and resolving critical problems, to improve business processes, increase operational efficiencies, and reduce costs.
- Broad experience in contract negotiations, Board and public relations, vendor, client, and subcontractor relationship management, and working with the public on a daily basis.

Additional capabilities are listed in the enclosed résumé. When you look at my past positions, you will notice I have gone through several positions in the last 10 years after only 2 jobs in almost 20 years. I can easily explain the reasons for these job changes given the opportunity. I made a mistake leaving the City of Ogallala and would like to get back to being a City Administrator. I believe my background is especially tailored for the City Administrator position and I would appreciate the opportunity for an interview. If you have any questions, I can be reached at the number listed above. Thank you for your time and consideration.

Sincerely,

  
Bruce E. Smith

4/10/15  
BES

## **BRUCE E. SMITH**

110 Wagon Trail Drive, Ogallala, NE 69153

308-289-9334

brucesmith764@hotmail.com

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### Administrator & Business Manager

Visionary, astute Administrator and Manager with over two decades of diverse management experience, with particular expertise in local government management, sales management, and operations oversight across public and private sectors. History of successfully managing complex, capital-intensive programs, improving process efficiencies, reducing costs, and improving sales practices. Demonstrated ability to mediate and build consensus among disparate groups to achieve critical organizational goals. Adept communicator with superior employee, customer, Board, vendor, and public relations abilities.

#### PROFESSIONAL EXPERIENCE

AMERICAN SHIZUKI COPORATION, Ogallala, Nebraska 2013 – Present  
*Director of Sales and Marketing*

- Managed sales force and customer support team for global manufacturer of capacitors.
- Directed marketing strategy for company's diverse product offerings; developed and implemented direct marketing campaigns, produced marketing collateral and trade articles.
- Led sales efforts to effectively target wholesale distributor market; established sales and revenue goals, directed and empowered sales staff.
- Managed manufacturer representatives including hiring and replacing firms that were not producing, and participated in key sales calls with the representatives.

CITY OF OGALLALA, Ogallala, Nebraska 2011 - 2013  
*City Manager*

- Oversee the operations of City of Ogallala, managing 10 municipal departments including police, parks, water, sewer, fire, ambulance, recreation, transportation, and streets.
- Defined short-term and long-range program plans, managed departmental budgets, and hired and terminated municipal employees.
- Managed all human resources for the City, including payroll, benefits packages and making sure reports were completed accurately and timely.
- Work with the City Council to established critical program policies, tax rates, utility rates, and more.
- History of making the tough decisions in the best interest of the City and its citizens.
- Responded effectively to community citizen concerns and complaints, and engaged in media relations activities when warranted, maintaining program and public relations policies in all communications to ensure productive agency representation.

LEWAN & ASSOCIATES, INC., Cheyenne, Wyoming 2008 – 2011  
*Wyoming Account Manager*

- Managed the Wyoming Sales Territory for the copier division of Lewan & Associates, Inc.
- Selling of Office Machines to new and established customers by setting margins and price of machine to maximize profit for the company.

**PROFESSIONAL EXPERIENCE**

*(Continued)*

- Maintain good customer relations for the company including contracts with the State of Wyoming, Albany County School District, and FE Warren Air Force Base.

**BENEATH YOUR FEET, Littleton, Colorado**

**2007 – 2008**

***Manager***

- Directed day-to-day operations of flooring and cabinetry company serving new construction, residential, and commercial markets.
- Recruited, hired, trained, and managed all resources, including sales personnel and subcontractors.
- Oversaw all company finances and related processes, including budgeting, profit and loss, accounts receivable, accounts payable, and payroll.
- Provided customer management and support, and negotiated and managed contracts to ensure customer satisfaction and profitability.

**GEORGE RISK INDUSTRIES, Kimball, Nebraska**

**2005 – 2007**

***Director of Sales & Marketing***

- Managed sales force and customer support team for global manufacturer of home and commercial burglar alarms and other security products.
- Directed marketing strategy for company's diverse security product offerings; developed and implemented direct marketing campaigns, produced marketing collateral and trade articles, and promoted products at trade shows.
- Led sales efforts to effectively target wholesale distributor market; established sales and revenue goals, directed and empowered sales staff.
- Managed manufacturer representatives including hiring and replacing firms that were not producing, and participated in key sales calls with the representatives.

**NEBRASKA MUNICIPAL POWER POOL (NMPP), Lincoln, Nebraska**

**2003 – 2005**

***Chief Operating Officer, Public Alliance for Community Energy (ACE)***

- Directed purchasing and sales of natural gas in Kinder Morgan Choice Gas Supply Program, for ACE, a community-owned supplier of natural gas in Nebraska.
- Established and managed department budgets, and defined sales and revenue objectives.
- Oversaw sales and customer support staffs in providing superior and productive relations with distributor clientele.
- Managed top commercial accounts through direct customer relations and seasoned sales strategies.

**CITY OF KIMBALL, Kimball, Nebraska**

**1990 – 2003**

***City Administrator***

- Oversaw day-to-day operations of City of Kimball, managing 10 municipal departments including police, parks, electric, water, sewer, sanitation, recycling, safety, and streets. Managed the utility billing department responsible for over 2,000 accounts.

**PROFESSIONAL EXPERIENCE**

*(Continued)*

- Defined short-term and long-range program plans, managed departmental budgets, and hired and terminated municipal employees. Applied for and received numerous grants including grants for yard waste receptacles, a bailer for the landfill, and transfer station for landfill.
- Managed all human resources for the City, including payroll, benefits packages and making sure reports were completed accurately and timely.
- Liaised with City Council and Board of Public Works to established critical program policies, tax rates, utility rates, and more.
- Responded effectively to community citizen concerns and complaints, and engaged in media relations activities when warranted, maintaining program and public relations policies in all communications to ensure productive agency representation.

TOWN OF LUSK, Lusk, Wyoming  
*Town Clerk/Treasurer*

1985-1990

- Prepared the budget for the Town, and did all reports for the Town and State.
- Managed all human resources for the City, including payroll, benefits packages and making sure reports were completed accurately and timely.
- Worked with the Town Council to established critical program policies, tax rates, utility rates, and more.

**EDUCATION**

BLACK HILLS STATE UNIVERSITY, Spearfish, South Dakota  
*Bachelor of Science, Business Administration, Management & Operations, 1982*

NIOBRARA COUNTY HIGH SCHOOL, Lusk, Wyoming

**BOARD MEMBERSHIPS**

- Kimball County Hospital Board of Directors, Vice-Chairman and liaison between Board and Medical Providers
- Kimball County Hospital Foundation Board of Directors
- Municipal Energy Agency of Nebraska Board of Directors, Past-Chairman
- Public Alliance for Community Energy Board of Directors, Past-Chairman

## EMPLOYMENT AGREEMENT

This Agreement, made and entered into this \_\_\_\_\_ day of June, 2015, by and between the City of Seward, Nebraska, a Political Subdivision (“CITY”) and \_\_\_\_\_ (“EMPLOYEE”), shall be as follows:

WHEREAS, CITY desires to employ the EMPLOYEE as its City Administrator; and

WHEREAS, EMPLOYEE desires to accept employment as City Administrator for CITY under the terms and conditions contained herein; and

WHEREAS, CITY and EMPLOYEE desire to provide for procedures, benefits and requirements regarding the employment of EMPLOYEE by CITY.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and each of the parties intending to be legally bound hereby, it is agreed as follows:

1.1 **Duties:** CITY agrees to employ EMPLOYEE as its City Administrator to perform the duties and functions of City Administrator authorized by the laws of the State of Nebraska, and the City Municipal Code. EMPLOYEE accepts the offer of employment and agrees to perform the duties and functions established by CITY.

1.2 EMPLOYEE agrees to remain in the exclusive employ of the CITY until termination or resignation as provided for in this Agreement. 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 CITY.

2.1 **Compensation:** EMPLOYEE shall receive annual compensation in an amount established by ordinance. The initial annual compensation commencing \_\_\_\_\_, 2015,

shall be \$101,964.00. Any increases in compensation may be made by the CITY based upon merit, comparability surveys, and/or cost of living allowances. Any changes in compensation shall be established by Ordinance.

2.2 EMPLOYEE's compensation shall be paid in the same manner payment is made to the CITY's employees.

3.1 **Term:** EMPLOYEE shall be appointed by the Mayor and confirmed by the Council and shall hold the office of City Administrator for a term commencing on \_\_\_\_\_, 2015, until the end of the Mayor's term of office and until the EMPLOYEE's successor is appointed and qualified, unless sooner removed by the Mayor with approval of a majority of the Council or the ordinance creating the office of City Administrator is repealed.

4.1 **Automobile Use:** CITY will provide a vehicle for use by EMPLOYEE for business use only. In the event the CITY vehicle is unavailable, EMPLOYEE will be reimbursed for use of his personal vehicle for business use at the most current Nebraska Department of Administrative Services rate.

5.1 **Insurance Coverage:** During the term of this Agreement, CITY shall pay the full premium for accident and major-medical insurance for EMPLOYEE and his spouse.

5.2 During the term of this Agreement, CITY shall furnish and provide EMPLOYEE with insurance protection, including comprehensive general liability and errors and omissions coverage applicable to all acts or omissions of EMPLOYEE arising out of his employment.

5.3 During the term of this Agreement, CITY shall provide to EMPLOYEE level term life insurance on the life of EMPLOYEE in an amount equal to EMPLOYEE's annual compensation.

6.1 **Paid Leave:** EMPLOYEE, upon commencing employment, shall be frontloaded and credited with eighty (80) hours of vacation leave and shall receive all vacation leave in addition to the sick leave, holidays, funeral leave and other leave available to the CITY's employees.

7.1 **Retirement:** During the term of this Agreement, CITY agrees to contribute six percent (6%) of EMPLOYEE's base salary to the International City Management Association Retirement Corporations' (ICMA-RC) Deferred Compensation and/or Money Purchase Plans, or other retirement plans as directed by EMPLOYEE in writing. CITY's contribution will be in addition to EMPLOYEE's compensation and will be deposited in the ICMA-RC Plan or Plans in equal, proportionate shares each pay period. Further, CITY agrees to adopt by resolution, and execute all necessary agreement provided by ICMA-RC for CITY's participation in the ICMA-RC Deferred Compensation and/or Money Purchase Plans.

7.2 In the event of EMPLOYEE's termination, if EMPLOYEE elects to leave funds in the Retirement Plan of the CITY, EMPLOYEE agrees to pay the administrative costs attributable to EMPLOYEE's account.

8.1 **Professional Development:** CITY hereby agrees to pay all pre-budgeted travel and subsistence 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 of the CITY, including, but not limited to, state league of municipalities and such other national, regional, state and local governmental groups and committees thereof which EMPLOYEE serves as a member. EMPLOYEE shall secure prior approval of the Mayor when EMPLOYEE plans to attend a conference or meeting away from the CITY and shall designate an employee in charge during his absence. EMPLOYEE shall leave a phone number and/or address where he may be contacted during his absence.



8.2 CITY also agrees to pay for all pre-budgeted travel and subsistence expenses of EMPLOYEE to attend the Nebraska City Management Association (NCMA) Summer Conference, and International City Management Association (ICMA) Annual Conference short courses, institutes and seminars that are necessary for his professional development and for the good of the CITY. Travel, subsistence and other associated expenses shall be governed in accordance with CITY Personnel Policies.

9.1 **Business Expenses:** During the term of this Agreement, CITY agrees to pay all membership fees and dues owed for EMPLOYEE's participation in ICMA and NCMA commencing on the date of the signing of this Agreement.

9.2 CITY shall, during the term of this Agreement, reimburse EMPLOYEE for all employment-related expenses, including, but not limited to, meals and subscriptions. CITY shall pay EMPLOYEE \$100.00 per month for cell phone allowance.

9.3 CITY shall reimburse EMPLOYEE up to \$5,000.00 for the cost of relocating to Seward, Nebraska, in accordance with the expense payment policies of the CITY.

10.1 **Termination:** 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 Sections 10.3, 10.4, 10.5 and 10.6 of this Agreement.

10.2 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 that EMPLOYEE shall give the CITY one (1) month notice in advance, unless the parties otherwise agree. However, the resignation of the EMPLOYEE shall allow the CITY the option to request such releases and waivers of the EMPLOYEE, as designated under Section 10.5 of this

Agreement which releases shall in turn trigger the obligation of the CITY to make the payments specified in Section 10.5 of this Agreement.

10.3 The CITY 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 any of the following:

- (a) Incompetence, which shall include, but not be limited to, demonstrated deficiencies or shortcomings in knowledge of subject matter or administrative skills.
- (b) Neglect of duty.
- (c) Unprofessional conduct.
- (d) Insubordination.
- (e) Physical or mental incapacity.
- (f) Other conduct, which interferes substantially with the continued performance of duty.
- (g) Conviction of a felony or misdemeanor either: (1) during employment under this Agreement, or (2) prior to employment, if not disclosed in writing by the EMPLOYEE prior to execution of this Agreement.
- (h) Commission of any dischargeable offense as defined in the Personnel Rules for the City of Seward.

Termination for just cause shall not require the CITY to request the granting of any release or waiver under Section 10.5 of this Agreement. However, the CITY may request such releases and waivers of the EMPLOYEE terminated for just cause, which shall then trigger the obligation of the CITY to pay the sum specified in Section 10.5 of this Agreement.

10.4 In the event the CITY, during the term of this Agreement, terminates EMPLOYEE for any or no reason other than as set forth in Section 10.3, the CITY shall make payments as specified in Section 10.5 of this Agreement in exchange for the releases and waivers specified in Section 10.5 of this Agreement.

10.5 The CITY agrees to provide such a lump sum payment to the EMPLOYEE to avoid the expense of:

- (a) Conducting a pre- and post-termination grievance hearing which will cost the CITY at least one (1) month's salary for the City Administrator.
- (b) Conducting a Loudermill hearing and "full blown" due process hearing which will cost the CITY at least two (2) month's salary for the City Administrator.
- (c) Defending a discrimination charge brought under the municipal code, state law, and/or federal law which will cost the CITY at least two (2) month's salary for the City Administrator.
- (d) Defending a breach of contract claim which will cost the CITY at least one (1) month's salary for the City Administrator.
- (e) The EMPLOYEE, in accepting this lump sum payment, agrees to sign the releases and waivers required hereunder and further agrees that after termination of employment with the CITY that he will voluntarily participate and cooperate with the CITY in the defense of the CITY and its elected officials and employees and the prosecution of any action or proceeding about which the EMPLOYEE has knowledge, including any litigation related to these actions. Such participation and cooperation includes, for example, agreeing to speak with the CITY's attorneys at mutually convenient times regarding the facts of the matter and agreeing to make himself available for a deposition and/or trial.
- (f) The CITY shall prepare such release and waiver forms, as the CITY deems appropriate, to be signed by the EMPLOYEE in accordance with this paragraph.

10.6 The failure of the CITY to renew any employment contract containing language similar or identical to Sections 10.1 through 10.5 of this Agreement shall be treated as a termination for any or no reason and shall trigger the payment of amounts and execution of releases as set forth in Section 10.5 of this Agreement.

11.1 **General Conditions of Employment:** In addition to the benefits referred to herein, CITY shall provide EMPLOYEE with any and all other benefits that apply to other CITY

employees as set for in the CITY's Employee Manual, except when such other benefits are inconsistent with or contrary to provisions of this Agreement.

12.1 **Miscellaneous/General Provisions:** The parties acknowledge that this Agreement represents the entire understanding between them as to the subject matter hereof and may not be modified, altered or amended except in writing and then only with written approval of each of the parties hereto.

12.2 This Agreement shall be construed according to the laws of the State of Nebraska.

12.3 Any provision of this Agreement found to be prohibited by law shall be ineffective only to the extent of such prohibition, without invalidating the remainder of this Agreement.

12.4 CITY will bear the full cost and expense of any fidelity or other bond required to allow EMPLOYEE to perform his duties and functions.

CITY OF SEWARD, NEBRASKA

EMPLOYEE

By: \_\_\_\_\_  
Mayor Joshua Eickmeier

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Bonnie Otte  
Assistant Administrator/Clerk-Treasurer/Budget & Human Resources Director