

## CITY MANAGER AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by and between the CITY OF CRAIG, COLORADO, a Colorado home rule municipality, hereinafter referred to as "CITY" and PETER BRIXIUS, hereinafter referred to as "BRIXIUS" or "CITY MANAGER."

### RECITALS:

WHEREAS, pursuant to the authority granted to the City Council by the Craig City Charter, the CITY desires to contract for the services of CITY MANAGER to act in the capacity of City Manager of the City of Craig, Colorado; and

WHEREAS, it is the desire of the City Council to provide the terms and conditions of the this contractual agreement and to provide certain benefits and establish certain conditions of the contract; and

WHEREAS, CITY MANAGER desires to accept this Agreement to serve as City Manager of said City;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

### **Section 1. EMPLOYMENT AND DUTIES.**

The CITY hereby enters in to an agreement with CITY MANAGER, and CITY MANAGER accepts such agreement to work as City Manager. CITY MANAGER agrees to devote his or her full time and attention to the performance of the functions and duties of said position as set forth by the City of Craig Home Rule Charter at Article III, Section 1, and by ordinances and resolutions adopted pursuant to said Charter, and to perform such duties and functions as shall be assigned to CITY MANAGER from time to time by the City Council. CITY MANAGER shall act in and perform all functions that a City Manager should perform for the CITY. CITY MANAGER is required to comply with the City drug testing policy as would a department head who operated equipment and whose duties are essential to the CITY, including random drug testing.

### **Section 2. TERM OF EMPLOYMENT; NOTICE OF TERMINATION; AND SEVERANCE PAY.**

CITY MANAGER is hereby employed in the position of City Manager by the CITY for the term of four (4) years, which upon completion of the term, may be terminated, with cause or without cause, by a majority vote of the City council, or terminated by CITY MANAGER by written resignation submitted to the City Council. CITY MANAGER shall begin continuing duties as City Manager for the CITY pursuant to this agreement beginning September 4, 2018, subject to the following provisions.

Should CITY MANAGER elect to resign from the position, CITY MANAGER hereby agrees to provide at least two (2) weeks written notice of the resignation from the position. Upon the resignation from the position, CITY MANAGER shall, at CITY's request, provide reasonable technical and informational assistance to the CITY, either in person or by telecommunications, for a specified period, not to exceed 180 days. Such assistance shall be without additional compensation.

At least ninety (90) days prior to the conclusion of the term of this agreement, the City Council shall evaluate CITY MANAGER and determine whether to offer an extension of this agreement on the same terms and conditions as herein provided, for an additional subsequent period of four (4) years. Said agreement shall continue thereafter for four (4) year periods unless either party hereto gives notice to the other party that the party does not wish to extend this agreement for an additional term.

In the event that the City Council determines not to offer an extension of this agreement then this agreement will expire upon the completion of the four-year term or of any subsequent four-year term. In this case, the CITY will not be obligated to pay CITY MANAGER any severance pay as required for termination without cause as set forth below.

CITY MANAGER may be terminated for cause upon conviction of CITY MANAGER of any felony or classified misdemeanor under Colorado Revised Statutes, or upon charge or conviction of any illegal act which, in the opinion of the City Council, justifies the termination for cause of CITY MANAGER. CITY MANAGER is held to a high standard of action which may reflect negatively upon the CITY in terms of conduct involving the employees and citizens of the CITY, and as a result CITY MANAGER may be terminated for conduct unbecoming a City Manager including but not limited to public drunkenness, lewdness, assault or acts demonstrating a serious lack of moral judgment, at the determination of the City Council. CITY MANAGER may be terminated if it is determined by the CITY COUNCIL that CITY MANAGER has not been truthful to the City Council either during the hiring process or during the time CITY MANAGER serves in that position. CITY MANAGER may be terminated for cause upon a determination by the City Council that CITY MANAGER is in material breach of contract for substantial failure to perform the basic duties of City Manager such as not working sufficiently in the job of managing the operations of the City, failure to abide by the City drug policy, or failure to meet the residence requirement. CITY MANAGER must reside within the City of Craig as required by the Charter. CITY MANAGER shall be a resident of the City within 60 days of the commencement of this agreement.

If CITY MANAGER is terminated without cause, as set forth above, then upon such termination, the CITY agrees to pay to CITY MANAGER a lump sum cash payment equal to three (3) months of CITY MANAGER'S current base salary. After the initial four year term of this Agreement, the lump sum cash payment shall increase to six (6) months. Such payment shall not include any additional vacation time, sick leave or retirement plan accrual, and shall be paid immediately after subtracting any legally required withholdings.

The CITY shall not be obligated to pay the lump sum payment if termination is by reason of resignation of CITY MANAGER or termination for cause, as set forth above.

**Section 3. ANNUAL SALARY.**

The CITY agrees to pay to CITY MANAGER for his or her services rendered pursuant to this agreement an annual base salary in the amount of One Hundred Thirty Thousand Dollars (\$130,000.00) commencing with CITY MANAGER'S start date. In the event that the City does not provide a vehicle for CITY MANAGER to use in the course of his work, CITY MANAGER will receive a monthly car allowance in the amount of \$600.00 for use of the personal vehicle of CITY MANAGER. The CITY will reimburse for up to sixty (60) days of temporary lodging after the date of hire and will reimburse moving expenses based upon the lowest of two (2) quotes.

**Section 5. RETIREMENT.**

Upon the request of CITY MANAGER, the CITY agrees to be a participant in the retirement fund which is offered to the Employees of the City, which is currently International City Management Association – Retirement Corporation, and to allow CITY MANAGER to defer a portion of this annual base salary to such retirement fund.

The CITY agrees to provide twelve percent (12%) of CITY MANAGER'S annual base salary to the retirement fund in the same manner as it contributes to the retirement funds of the employees of the CITY. CITY MANAGER is required to contribute six percent (6%) of the annual base salary in order to qualify for the contribution of the City. CITY MANAGER will immediately be vested in all contributions to the retirement funds. In addition, the CITY agrees to provide other benefits that may be allowed to the Employees according to the compensation plan. The CITY has opted-out of participation in the Social Security system and will not make withholdings from pay or contributions toward CITY MANAGER'S Social Security account.

**Section 6. INSURANCE.**

The CITY agrees to provide health insurance, short and long-term disability, term life insurance and other forms of insurance for CITY MANAGER and his or her dependents under the same terms and conditions provided to CITY employees.

The CITY agrees to obtain a term life insurance policy upon the life of CITY MANAGER dependents under the same terms and conditions provided to all City Employees. The CITY agrees to pay the premiums for such life insurance policy during CITY MANAGER'S employment with the CITY. The CITY shall own said policy of life insurance; however, CITY MANAGER is granted the right to designate the beneficiary of such life insurance policy subject to the rules and regulations of the issuing company.

The CITY will pay the cost of any physical examination of CITY MANAGER required for the issuance of the life insurance policy.

**Section 7. PROFESSIONAL ADVANCEMENT.**

During the term of the contractual position as CITY MANAGER, CITY agrees to budget and pay professional dues, conferences, and subscriptions of CITY MANAGER for necessary participation in national, regional, and state associations and organizations for professional growth and advancement in the field of municipal management.

The CITY agrees to budget and pay travel and subsistence expenses for CITY MANAGER for short courses, institutes, and seminars necessary for professional development of CITY MANAGER.

The organizations and programs in which CITY MANAGER would participate at the expense of the CITY shall be mutually agreed upon, in advance, between the CITY and CITY MANAGER.

**Section 8. LEAVE.**

CITY MANAGER shall accrue and have credited to his personal account vacation time starting at 120 hours, the equivalent of 15 days, per year and will accrue one additional day for each year of service. The vacation time shall accrue during the year. There shall be a cap of 25 days of vacation time. CITY MANAGER shall accrue sick, holiday and personal leave at the rate established for the City employees, based upon CITY MANAGER'S total length of service with the CITY.

All vacation shall be taken by CITY MANAGER at such times as may be agreed in consultation with the Mayor.

All other leave provisions shall be in accordance with the City of Craig Employee Handbook Manual.

**Section 9. OUTSIDE EMPLOYMENT.**

CITY MANAGER shall be permitted to engage in teaching, consulting, or other non-CITY connected business, and CITY MANAGER agrees to advise the City Council of all such engagements. Such non-city employment shall be permitted only so long as such endeavors do not interfere with CITY MANAGER'S performance of his or her duties as CITY MANAGER, and must always be subordinate to CITY MANAGER'S primary duties to the CITY. The CITY reserves the right to approve and/or refuse CITY MANAGER'S involvement in any non-CITY employment.

**Section 10. PERFORMANCE EVALUATION.**

The City Council and CITY MANAGER shall periodically review the overall direction of the CITY with respect to the strategic plans and present CITY MANAGER with comments by City Council members concerning CITY MANAGER'S job performance. Upon

completion of the evaluation the City Council shall make any adjustments to the salary of CITY MANAGER.

A formal evaluation of CITY MANAGER'S performance shall be conducted annually as required by the Craig City Charter during the anniversary month of the hiring of CITY MANAGER, the results of which shall become part of CITY MANAGER'S personnel file. Said review and evaluation shall be in accordance with criteria developed jointly by the City Council and CITY MANAGER. Said criteria may be added to or deleted as the Council may from time to time determine, in consultation with CITY MANAGER. In connection with such evaluation, the City Council shall solicit comments regarding the performance of CITY MANAGER from CITY employees.

Annually, the Council and CITY MANAGER shall define such goals and performance objectives which they determine necessary for the proper operation of CITY and in reaching Council's goals, and shall further establish a relative priority among them. The goals so established for CITY MANAGER shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided.

Any changes or modifications to this Employment Agreement shall be made as a part of such evaluation, and reduced to written agreement by the parties.

**Section 11. GENERAL PROVISIONS.**

Other than as provided above, the provisions of this agreement shall only be amended in writing and by mutual consent of CITY MANAGER and CITY, and ratified at a regular meeting of the City Council.

**Section 12. INDEMNIFICATION.**

CITY shall defend, save harmless and indemnify CITY MANAGER against any tort, professional liability claim or demand or other legal action pursuant to the provisions of the City Charter and the City of Craig Municipal Code, whether groundless or otherwise, arising out of an alleged act or omission occurring in the course and scope of CITY MANAGER'S employment as City Manager. To the extent that such actions of CITY MANAGER are not within the scope of the employment of CITY MANAGER or if they are intentional acts or constitute gross negligence, such claims against CITY MANAGER, are excluded from this indemnification provision. CITY may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon in its sole discretion.

**Section 13. SEVERABILITY.**

If any provisions or any portion contained in this agreement is held to be invalid, in conflict with Charter, statutes, and the Constitution of the State of Colorado, or otherwise unenforceable, the remainder of this agreement shall not be affected and shall remain in

full force and effect, it being the intention of the parties that individual portions or provisions herein are severable.

**Section 14. BUDGET APPROPRIATION.**

This Agreement is subject to CITY making an annual budget appropriation in an amount sufficient to fund this Agreement. If CITY fails or refuses to make such an appropriation, CITY reserves the right to terminate this Agreement subject to the provisions of Section 2. In such event, the City shall pay all of the monies due pursuant to Section 2.

EXECUTED the day and year first above written.

CITY MANAGER

\_\_\_\_\_  
Peter Brixius

CITY OF CRAIG

By: \_\_\_\_\_  
John Ponikvar, Mayor

ATTEST:

\_\_\_\_\_  
By: Liz White  
City Clerk

By \_\_\_\_\_  
Derek Duran, Assistant Mayor

By \_\_\_\_\_  
Joe Bird, Council Member

By \_\_\_\_\_  
Tony Bohrer, Council Member

By \_\_\_\_\_  
Jarrod Ogden, Council Member

By \_\_\_\_\_  
Andrea Camp, Council Member

By \_\_\_\_\_  
Chris Nichols, Council Member