

**NOTICE OF SPECIAL COUNCIL MEETING
CUMMING CITY COUNCIL
August 31, 2020 – 7:00 p.m.
Cumming City Hall, 649 N 44th St., Cumming Iowa**

- I. ROLL CALL
- II. APPROVAL OF AGENDA as presented and/or amended
- III. PUBLIC COMMENT
- IV. ACTION/DISCUSSION ITEMS
 - A. **Resolution 2020-54** Resolution of the City of Cumming Relating to Employment of the City Administrator/City Clerk Applicable to Employees Not Within the Civil Service
 - B. **Resolution 2020-55** Approving Employment Contract Agreement
- V. **UPCOMING CITY COUNCIL MEETING:** Regular Meeting: September 14, 7:00 p.m. at City Hall
- VI. ADJOURN

RESOLUTION 2020-54
City of Cumming

**A Resolution of the City of Cumming Relating to
Employment of the City Administrator/City Clerk Applicable to
Employees Not Within the Civil Service**

WHEREAS, The City Council, City of Cumming, Warren County, Iowa, has the authority to appoint and remove department heads, officers, and employees of the City, and

WHEREAS, The City of Cumming, Iowa, is in need of the specialized administrative knowledge of Robert Fagen, and

WHEREAS, The City Council, City of Cumming, Iowa, has the authority to determine the powers and duties of each department or office, and to fix compensation of appointive officers and employees, is vested in the City Council, and

WHEREAS, in so appointing the City Administrator/City Clerk, the City Council finds that the employment of Robert Fagen is in the best interests of the City,

THEREFORE, BE IT RESOLVED, that the Mayor is hereby authorized and directed to execute said resolution for the employment of Robert Fagen as City Administrator/City Clerk, for and on behalf of the City of Cumming, Iowa.

Passed and approved this 31st day of August, 2020.

Tom Becker, Mayor

Attest: _____
Angie Ritchie, Deputy Clerk

**Resolution 2020-55
City of Cumming**

Resolution Approving Employment Contract Agreement

WHEREAS, the City Council of the City of Cumming, Iowa, approved by vote at the Special City Council meeting on August 31, 2020, to hire Robert Fagen as City Administrator/City Clerk for the City of Cumming; and

WHEREAS, the City Council of the City of Cumming, Iowa, hereby approves the attached Employment Contract and Agreement between Robert Fagen and the City of Cumming, Iowa; and

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Cumming, Iowa:

Section 1. That the City of Cumming, Iowa, approves the Employment Contract and Agreement attached hereto.

Section 2. That the Mayor of the City of Cumming, Iowa, is hereby directed to sign the attached Employment Contract Agreement.

Passed and approved this 31st day of August, 2020.

Tom Becker, Mayor

Attest: _____
Angie Ritchie, Deputy Clerk

City of Cumming Employment Contract and Agreement

THIS EMPLOYMENT CONTRACT AND AGREEMENT made and entered into on _____, 2020 by and between the City of Cumming, Iowa, by its Council Members (hereinafter referred to as “Employer”) and Robert L. Fagen, an individual and resident of the State of Iowa (hereinafter referred to as “Employee”) both whom understand as follows:

WHEREAS, the Employer desires to retain the services of the Employee as City Administrator/City Clerk effective _____, 2020; and

WHEREAS, it is the desire of the Employer to (1) offer inducement to Employee in an effort to secure his/her employment and to induce her/him to remain in such employment in the future; (2) to establish the job duties and responsibilities of said Employee; and (3) to provide 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 retain employment as City Administrator/City Clerk of Cumming, Iowa.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- (1) The Employee understands that he will serve as City Administrator/City Clerk of the City of Cumming, Iowa. 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 Administrator/City Clerk, subject only to the provisions set forth in this Contract.
- (2) 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.
- (3) 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. 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 required notice is given.
- (4) The Employer may terminate this contract at any time for just cause 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 to other Employees at termination. In the event the Employer wishes to terminate the contract without just cause, it may do so by giving the Employee thirty (30) days’ notice, in writing. In such event, the Employee, if requested by the Employer, shall continue to render his services and shall be paid his regular compensation up to the date of termination.

- (a) **JUST CAUSE DEFINED.** Just cause shall include but not be limited to professional incompetence and other faults attributable to the employee, but shall not include legitimate reasons relating to the City's personnel and budgetary requirements.
- (5) The Employee shall perform those duties outlined in the ordinance, Chapter 21 entitled "City Administrator" and Chapter 18 entitled "City Clerk" and such additional duties as may be assigned by the City Council.
- (6) That the Employee shall devote his time and talents to the best of his ability to advance the best interests of the City of Cumming, Iowa.
- (7) Employer agrees to pay Employee for his services rendered, at an annual base salary of Thirty Thousand Dollars (\$30,000.00), effective _____, 2020, for the contract term payable in equal installments at the same time as other employees of the Employer are paid. The Employer shall not, at any time during the term of this Agreement, reduce the salary or other benefits of the Employee. The employee's salary may be increased periodically as approved by the City Council by resolution without amendment to this agreement.
- (8) It is understood that the Employee will normally work at least fifteen (15) hours per week, exclusive of scheduled Council Meetings, Planning and Zoning Meetings, and other evening meetings where his presence is required. It is also recognized that the Employee must devote a substantial amount of time outside the normal office hours to the business of the Employer, and to that end Employee may vary his schedule accordingly.
- (9) Employee shall provide a weekly written report to Mayor Tom Becker that summarizes the status of any major project of the City of Cumming, Iowa.
- (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 or omission occurring in the performance of Employee's duties as City Manager; provided said acts are not in violation of any state or federal criminal statutes.
- (11) In addition to those terms set out above, Employee shall be entitled to the benefits set out below:
- A. VACATION.** The Employee shall accrue vacation at the rate of two hundred twenty-five (225 hours) of paid vacation per annum.
- B. HOLIDAYS.** Employee is considered to be on-call twenty-four (24) hours a day; however, unless his services are needed, the Employee shall not be required to work on those days which have been designated as holidays in the City's Personnel Policy/Handbook.
- C. PROFESSIONAL DUES AND SUBSCRIPTIONS.** Employer shall budget and pay for professional dues and subscriptions necessary for Employee's memberships in various associations and organizations which are necessary and desirable for his continued professional participation and growth for the good of the Employer, and to pay for any professional development or training expenses that have been previously approved by the City Council. The employer shall budget funds for membership and meeting attendance including

but not limited to International City/County Management Association (ICMA), American Planning Association (APA), and the state and local city management associations. Those publications deemed to be necessary and desirable shall include, but not limited to, regular publications of the above organizations. Those meetings and seminars deemed to be necessary and desirable shall include, but not limited to, ICMA Annual Conference, APA Annual Conference, the Iowa League of Cities and the state and local city management associations. Each item under this section must be pre-approved by the City Council prior to City reimbursement or payment.

D. HEALTH INSURANCE. The Employer shall reimburse Employee One Thousand Five Hundred Four Dollars (\$1,504.00) per month, which represents the cost of Employee's private health insurance plan.

E. OTHER LEAVES AND BENEFITS. The Employer will provide other leaves of absence and benefits available to other City Employees as designated in the City's Personnel Policy/Handbook.

F. RESIDENCY REQUIREMENT. The City Council of the City of Cumming, Iowa, by approval of this Employment Contract and Agreement, hereby waives the Residency Requirement in section 21.05 of the City Code of the City of Cumming, Iowa.

G. TRAVEL EXPENSES. Employee's travel expenses shall be provided according to the City's policy.

H. RETIREMENT. Employee is being offered the position of city administrator performing the duties of city manager under Iowa Code chapters 372 and 420. Employee elects out of the State of Iowa Retirement System (IPERS) and will complete the appropriate form and deliver the same to IPERS within sixty (60) days of beginning employment. Employee is aware of the right to participate in IPERS and understands all consequences of making such election. The Employer shall make no contributions on Employee's behalf for any retirement plans.

(12) This Contract shall become effective upon execution by the Employee, approval by resolution of the City Council and execution by Mayor Tom Becker and shall continue until such time as this contract is terminated by one party or the other pursuant to the terms of this contract.

IN WITNESS WHEREOF, the Mayor and the Deputy Clerk of the City of Cumming, Iowa have executed this contract on behalf of the City following approval by Resolution _____, passed and approved by the City Council of the City of Cumming, Iowa on the ____th day of _____, 2020.

CITY OF CUMMING, Iowa
CITY COUNCIL

EMPLOYEE

Tom Becker, Mayor

Robert L. Fagen

ATTEST:

Angie Ritchie, Deputy City Clerk

~~CHAPTER 4 - EMPLOYEE BENEFITS AND SERVICES~~

4.1 Holidays:

4.1.1 Holidays Observed:

New Year's Eve; New Year's Day
Martin Luther King Jr Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day; Day following Thanksgiving
Christmas Eve; Christmas Day

*Employee
Handbook*

4.1.2 Holiday Pay: All regular, full-time employees will receive eight (8) hours of regular pay for each of these observed holidays. All regular, part-time employees will receive regular pay based upon their usual number of hours of work each day, for each of these observed holidays. Holiday pay is not available to those individuals working less than 20 hours per week.

4.1.3 Holidays on Saturday or Sunday: Holidays occurring on Saturday will be granted on the previous Friday, and holidays occurring on Sunday will be granted on the following Monday. If the holiday occurs during authorized paid leave, the day will be considered as a holiday and not as the authorized paid leave.

4.2 Paid Time Off (PTO):

4.2.1 Full-time Eligibility: Regular full-time employees who are actively and continuously employed are eligible for PTO. Paid Time Off will be accrued on an annual basis, as per the following schedule:

- a) Following the completion of one (1) year of employment, forty-eight (48) hours of PTO will be earned.
- b) Following the completion of two (2) years of employment, ninety-six (96) hours of PTO will be earned.
- c) Following the completion of three (3) years of employment, one hundred forty-four (144) hours of PTO will be earned.
- d) Following the completion of ten (10) years of employment, one hundred ninety-two (192) hours of PTO will be earned.

4.2.2 Part-time Eligibility: All regular part-time employees who are actively and continuously employed and work more than 20 hours per week, are eligible for Paid Time Off. PTO will be accrued on an annual basis, as per the following schedule:

- e) Following the completion of one (1) year of employment, thirty (30) hours of PTO will be earned.
- f) Following the completion of two (2) years of employment, sixty (60) hours of PTO will be earned.
- g) Following the completion of three (3) years of employment, ninety (90) hours of PTO will be earned.
- h) Following the completion of ten (10) years of employment, one hundred twenty (120) hours of PTO will be earned.