

SPONSORED BY: MAYOR NOVAK AND COUNCIL MEMBERS GARNER, MARTIN AND PARSONS

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-127
Series of 2007

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A RESOLUTION APPROVING THE FIRST AMENDMENT TO THE EMPLOYMENT AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND ARTHUR J. (A.J.) KRIEGER.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTHGLENN, COLORADO, THAT:

The First Amendment to the Employment Agreement is hereby approved by the City Council of the City of Northglenn and the Mayor is authorized to execute same on behalf of the City.

DATED, at Northglenn, Colorado, this _____ day of _____, 2007.

KATHLEEN M. NOVAK
Mayor

ATTEST:

DIANA L. LENTZ, CMC
City Clerk

APPROVED AS TO FORM:

COREY Y. HOFFMANN
City Attorney

FIRST AMENDMENT TO EMPLOYMENT AGREEMENT

THIS FIRST AMENDMENT TO EMPLOYMENT AGREEMENT is made and entered into this ___ day of _____, 2007, by and between the City Council of the City of Northglenn, State of Colorado, a municipal corporation, (the "City") and Arthur J. (A.J.) Krieger, (the "City Manager"), both of whom understand as follows:

RECITALS

A. The City and the City Manager previously entered into an Employment Agreement dated October 12, 2006, effective January 11, 2007 (the "Original Agreement").

B. The City and the City Manager desire to amend the Original Agreement as set forth hereinbelow.

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

1. Section 3 of the Original Agreement is amended to read as follows:

3. Salary. *Effective January 1, 2008*, ~~the initial~~ base salary to be paid to A.J. Krieger for his services as City Manager shall be ***One Hundred Thirty Thousand Dollars (\$130,000.00)*** annually ("Base Salary"), which shall be paid periodically in the same manner as other employees of the City are paid. Such Base Salary may be increased by appropriate action of the City Council at any time.

In addition to such Base Salary, the City Manager shall receive such other benefits as follows:

- a. Health, dental, and other insurance to the extent provided under the City of Northglenn employee benefit package.
- b. Life, supplemental life, accidental death, long-term disability, short-term disability and dismemberment insurance to the extent provided under the City of Northglenn employee benefit package.
- c. General Leave, based on length of service, to the extent provided under the City of Northglenn employee benefits package, except that the City Manager shall be excluded from the maximum accrual provisions of the City's General Accrual Rate Schedule.
- d. Holiday, military leave, jury duty leave, witness leave and election leave to the extent provided under the City of Northglenn employee benefit package.

- e. The City will contribute the employer's share of the applicable Medicare tax rate and will contribute twelve percent (12%) of the City Manager's salary to either the City of Northglenn General Employee Pension Plan or the International City Manager's Association ("ICMA") Plan, whichever is chosen by the City Manager.
- f. The City shall pay the City Manager a monthly car allowance of Four Hundred Dollars (\$400.00), adjusted annually by the percentage by which the Consumer Price Index for the Denver metropolitan area increased during the previous year.

~~In addition to such Base Salary and the above specified benefits, the City Manager shall also receive a one time monetary bonus on the Effective Date of this Agreement in the amount of Fifteen Thousand Dollars (\$15,000.00), which amount shall not be considered as part of the Base Salary for any purpose.~~

2. Section 4 of the Original Agreement is amended to read as follows:

4. Termination and Severance Pay.

- a. In the event the City Manager is terminated by the City Council during such time that the City Manager is willing and able to perform the duties of the City Manager then, in that event, the City agrees to pay the City Manager a lump sum cash payment equal to ~~six (6)~~ **nine (9) months** of the Base Salary being paid by the City at the time of the termination ("Severance Pay"). In addition to the Severance Pay, the City shall give City Manager no less than forty-five (45) days' notice (the "City Notice") of any such termination. Notwithstanding anything to the contrary contained in this Paragraph 4.a., in the event the City Manager is terminated because of his conviction of any criminal act or omission, in that event, the City shall have no obligation to pay the Severance Pay or to provide the City Notice designated in this paragraph.
- b. In the event the City Manager voluntarily resigns his position with the City, the City Manager shall give the City forty-five (45) days' written notice in advance, or such lesser amount of advance notice as may be otherwise mutually agreed to by the parties. The City Manager shall not be entitled to nor shall he receive Severance Pay if he chooses to voluntarily resign.

3. Section 7 of the Original Agreement is amended to read as follows:

7. Other Terms and Conditions of Employment.

- a. ~~The City agrees to pay for all reasonable actual costs of relocation and moving expenses for the City Manager accrued in his relocation in order to commence employment with the City. City Manager shall obtain bids from three (3) licensed companies for the packing, transportation, and associated insurance to relocate to the City of Northglenn. City Manager shall select the lowest responsible bid after consultation with the City, and the City shall then pay for the cost of moving/relocation to include the cost of moving all household goods and furnishings.~~
- b. ~~The City Council and City Manager shall mutually agree on reimbursement for the direct expenses of temporary housing for no more than four (4) months from the Effective Date of this Agreement.~~
- c. ~~The City Council and the City Manager shall mutually agree on the City reimbursing the City Manager for visits to the City that the parties may mutually agree upon in advance of the Effective Date. City Manager shall not be entitled to any consideration other than reimbursement of actual expenses in advance of the Effective Date.~~
- a. The City Council and City Manager shall mutually agree to any such other terms and conditions of employment as they may determine from time to time, relating to the performance of the City Manager, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Charter and ordinances of the City, or any other law.
- b. The City Council shall conduct a performance evaluation with the City Manager annually on the anniversary date of this Agreement. Any determination by the City Council to increase the salary of the City Manager as a result of the performance evaluation on the anniversary date of this Agreement shall be considered an addition to Base Salary. The evaluation shall be on the basis of mutually agreed performance indicators and standards that reflect the specific job duties of the position. The purpose of the evaluation shall be:
 - (1) To determine goals for the next twelve (12) months.
 - (2) To review the performance of the City Manager based on the previously agreed performance indicators.
 - (3) To use as one basis for determining the compensation of the City Manager for the succeeding year.
- c. In addition to the performance evaluation described in subsection 8.b. above, the City Council shall conduct interim evaluations of the City Manager ~~upon the City Manager in April 2008, completing four (4) full months' of employment, and again in October 2008 upon completion of eight (8) full months' of employment.~~ Said interim evaluations shall be tied to mutually

agreed upon performance goals determined by the City Council and the City Manager ***no earlier than January 10, 2008, and no later than January 31, 2008***~~within thirty (30) days of the Effective Date~~, and City Manager shall be eligible for performance bonuses at each interim evaluation in an amount not to exceed Four Thousand Dollars (\$4,000.00) per interim evaluation. In the event City Manager receives any performance bonuses, said bonuses shall not be part of City Manager's Base Salary as defined in Section 3.

4. Section 11 of the Original Agreement is amended to read as follows:

11. General Provisions.

- a. The text herein ***and that of the Original Agreement*** shall constitute the entire agreement between the parties.
- b. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement shall be deemed severable, shall not be affected, and shall remain in full force and effect.

**CITY COUNCIL OF THE CITY
OF NORTHGLENN**

By: _____

KATHLEEN M. NOVAK
Mayor

ATTEST:

DIANA L. LENTZ, CMC
City Clerk

APPROVED AS TO FORM:

COREY Y. HOFFMANN
City Attorney

ARTHUR J. (A.J.) KRIEGER