

Staff Summary Report REVISED



Council Meeting Date: 11/08/2007

Agenda Item Number: 15

SUBJECT: Appointment of and Employment Agreement for Charles W. Meyer as City Manager.

DOCUMENT NAME: 20071108casv01 **POSITIONS AUTHORIZED (0302-01)**

SUPPORTING DOCS: Yes

COMMENTS: No

PREPARED BY: Andrew B. Ching, City Attorney (350-8575)

REVIEWED BY: N/A

LEGAL REVIEW BY: Andrew B. Ching, City Attorney (350-8575)

FISCAL NOTE: Monies are budged for position.

RECOMMENDATION: Approve Employment Agreement.

ADDITIONAL INFO: None.

EMPLOYMENT AGREEMENT

THIS AGREEMENT is entered into this ____ day of November, 2007, by and between Charles W. Meyer, hereinafter referred to as "Meyer," and the City of Tempe, an Arizona municipal corporation, hereinafter referred to as the "City."

In consideration of the mutual promises, covenants and undertakings set forth below, the parties do hereby agree as follows:

1. Beginning on or about December 10, 2007, or such earlier date as Meyer elects on ten (10) day's written notice to the City's City Attorney, Meyer agrees faithfully to perform the functions and duties of City Manager.
2. The City agrees:
 - a. To provide Meyer with an annual base salary of \$180,000 for the first six months of the term of this Agreement (the "Probationary Period"). Upon completion of the Probationary Period and satisfactory performance of Meyer's duties as City Manager during the Probationary Period, Meyer's annual base salary will be adjusted pursuant to City's Personnel Rules and Regulations as is applied to any other employee of the City and, further, the City Council shall award Meyer a bonus of up to \$10,000 for satisfactorily completing the Probationary Period and performing his duties as City Manager as determined by the City Council in its sole and absolute discretion.
 - b. To establish a salary range for the position of City Manager of \$155,633 to \$210,105.
 - c. To give Meyer a merit step increase of up to five (5%) of Meyer's salary based on satisfactory performance of Meyer's duties as determined by the City Council, beginning January 1, 2009, until Meyer has reached the top of the salary range. Also, as with all City positions, the City Manager's salary range will be adjusted at that time by the amount of required by any applicable compensation study.
 - d. To provide Meyer with a starting sick leave accrual of 240 hours, and exempt leave in accordance with the Personnel Rules & Regulations, provided that such initial sick leave shall not be eligible for payment as severance under subparagraph h.
 - e. To provide Meyer with the same medical and dental coverage as other City employees, including Mediflex contribution based on 5+ years of service, and annual medical examinations as provided to department managers.
 - f. To reimburse Meyer for all City business and related expenses in accordance with City policy.
 - g. To reimburse Meyer for all travel and per diem expenses associated with conferences and professional meetings related to City business or professional training in accordance with City laws, rules and regulations, and dues and subscriptions for professional organizations and periodicals.

h. To give Meyer severance pay equal to nine (9) months of his base salary and one hundred percent (100%) of his accrued sick and vacation leave if he is involuntarily terminated. Such severance does not apply if Meyer is involuntarily terminated for committing acts that would constitutes willful misconduct, fraud, corruption, or moral turpitude.

i. To provide Meyer with life insurance at two times his annual base salary, and Accidental Death and Dismemberment insurance at one time his annual base salary.

j. To provide that Meyer shall participate in the Arizona State Retirement System (ASRS) as other eligible City employees and to provide Meyer with an additional annual pension contribution equal to ten percent (10%) or his base salary to be paid to the deferred compensation plan selected by Meyer.

k. To provide Meyer with a vehicle allowance of five hundred dollars (\$500.00) per month or as is consistent with what is provided to other City department managers, whichever is greater.

l. To allow Meyer to engage in outside writing, speaking, teaching and other professional activities as long as such activities are in accordance with the City's Personnel Rules and Regulations and do not conflict with his duties as City Manager.

m. To provide Meyer, at Meyer's several election, with direct payment to vendors and/or reimbursement for actual moving expenses, from permanent and/or temporary housing, including the cost of coach airline travel to and from Meyer's current home to Tempe, Arizona for up to four adult round-trip coach tickets, actual lodging and meal expenses incurred in route to Tempe, mileage cost for two personal automobiles, an interim housing allowance of up to \$1,000.00 per month for up to six months, all not to exceed \$30,000.00 in the aggregate, provided that if Meyer terminates his employment with the City prior to December 31, 2010, Meyer shall repay the City \$10,000 of such moving expenses. Meyer agrees to move his residence to Tempe no later than 6 months from the date of this Agreement.

IN WITNESS WHEREOF, the parties have set their hands on this ____ day of November, 2007.

ATTEST:

CITY OF TEMPE, a municipal corporation

Jan Hort, City Clerk

By: _____
Hugh Hallman, Mayor

APPROVED AS TO FORM:

Andrew B. Ching, City Attorney

Charles W. Meyer, City Manager