

**INTRODUCED BY:** Councilmember Rod Jennings

**DATE:** November 27, 2017

**BILL NO.:** 9347

**ORDINANCE NO.** 7070

**AN ORDINANCE FIXING THE COMPENSATION TO BE PAID FOR THE POSITION OF CITY MANAGER.**

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF UNIVERSITY CITY, MISSOURI, AS FOLLOWS:

Section 1. Effective December 28, 2017, the compensation for the position of City Manager shall be an annual base salary of one hundred seventy thousand dollars (\$170,000.00) as provided in Section 3 of the Employment Agreement dated November 13, 2017 between the City and Gregory Rose, plus all other compensation provided in the Employment Agreement, which is attached and incorporated by reference.

Section 2. The compensation fixed for the City Manager under Ordinance No. 7044 shall be repealed effective December 28, 2017.

Section 3. This ordinance shall take effect and be in force from and after its passage as provided by law.

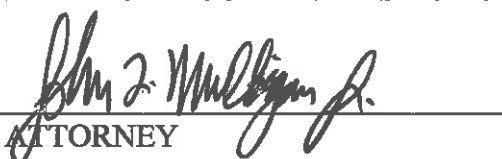
PASSED and ADOPTED this 11<sup>th</sup> day of December, 2017.

  
MAYOR

ATTEST:

  
INTERIM CITY CLERK

CERTIFIED TO BE CORRECT AS TO FORM:

  
CITY ATTORNEY









## EMPLOYMENT AGREEMENT

This Agreement is made and entered into on the 13<sup>th</sup> day of November, 2017, by and between the City of University City, Missouri, a municipal corporation (hereafter called the "Employer" or the "City"), and Gregory Rose (hereinafter called "you" or "your"), an individual who has education, training and experience in local government management and who, as a member of ICMA, is subject to the ICMA Code of Ethics.

### **SECTION 1: Term**

This Agreement shall remain in full force and effect until terminated by the Employer or you as provided in Section 7, 8, or 9 of this Agreement.

### **SECTION 2: Duties and Authority**

A. The Employer agrees to employ you as the City Manager to perform the duties prescribed by the City Charter and ordinances and to perform such other duties as the City Council may require of you.

B. As the City Manager you agree to faithfully perform your duties in compliance with the City Charter and ordinances, state and federal law, and all applicable Employer directives, policies and rules, as they exist or may hereafter be amended.

### **SECTION 3: Compensation**

A. **Base Salary:** The Employer agrees to pay you an annual base salary of one hundred seventy thousand dollars (\$170,000.00) payable in installments at the same time that other City employees are paid.

B. Your annual base salary shall be increased to reflect any future cost-of-living adjustments generally provided to other City employees.

**SECTION 4: Health, Disability and Life Insurance Benefits**

The Employer shall provide health, disability, and life insurance for you consistent with other City employees. Employee will be able to purchase additional life insurance through the City's provider at his expense to extent such insurance is available to purchase.

**SECTION 5: Vacation and Sick Leave**

A. Upon commencing employment, you shall be credited with four weeks (20 days) of vacation and two weeks (10 days) of sick leave.

B. As of July 1, 2018, vacation and sick leave will be accrued based on the employment practices for other City employees with the exception of the vacation leave allocation, which shall remain at four weeks (20 days) until the number of years of service exceeds the distribution of four weeks of vacation.

**SECTION 6: Retirement**

A. Upon commencing employment, the Employer agrees to enroll you into the applicable state or local retirement system. You shall pay into the appropriate retirement system at the same rate as other City employees, and the City will make all the appropriate contributions as necessary.

B. For each month during the term of this Agreement, the Employer shall contribute to an ICMA RC 457 retirement plan for your benefit an amount equal to six percent (6%) of your base salary.

**SECTION 7: Termination**

A. For the purposes of this Agreement, termination shall occur if and when the majority of the City Council votes to terminate you at a duly authorized meeting. Your employment may be terminated with or without cause.

B. Termination with cause shall include termination due to: (1) gross negligence in the performance of your duties; (2) insubordination by you; (3) a material breach of this Agreement, (4) failure to maintain your membership with the ICMA or a breach of the ICMA Code of Ethics; (5) your conviction or adjudication of guilty of, or pleading guilty or no contest to, a felony, or a misdemeanor involving dishonesty or moral turpitude; (6) malfeasance in office, bribery or other corrupt practice; or (7) serious misconduct.

C. Termination without cause shall mean termination for any reason other than termination with cause or resignation by you.

D. If the Employer, citizens, or legislature acts to amend any provisions of the City Charter pertaining to the role, powers, duties, authority, or responsibilities of your position and thereby substantially changes the form of government, you shall have the right to declare that such amendments constitute termination without cause.

#### **Section 8: Severance**

A. Severance compensation shall be paid to you when your employment is terminated without cause as defined in Section 7.

B. If you are terminated without cause during the first twenty-four months of employment, the Employer shall provide a severance payment equal to two years salary at the current rate of pay.

C. If you are terminated without cause after the first twenty-four months through the forty-eighth month of employment, the Employer shall provide a severance payment equal to nine months salary at the current rate of pay.

D. If you are terminated without cause after the forty-eighth month of employment, the Employer shall provide a severance payment equal to six months salary at the current rate of

pay.

E. If you resign your employment with the City or are terminated with cause, you will not be entitled to any severance or continued payment of health insurance premiums.

F. If you are terminated without cause, the Employer will pay your COBRA payments for the first six months following termination, which will include any dependents.

G. Severance shall be paid into the established ICMA RC 457 plan to the extent allowable by law; the remainder shall be paid in a lump sum within thirty days, unless otherwise agreed to by the Employer and you.

H. The Employer agrees to appropriate sufficient funds to pay its financial obligations to you pursuant to the terms of Paragraphs 3, 4, 6, and 8 of this Agreement.

#### **Section 9: Resignation**

In the event that you voluntarily resign your position with the Employer, you shall provide a minimum of sixty days' notice unless the parties agree otherwise. If you voluntarily resign your position with the Employer, you will not be entitled to severance.

#### **Section 10: Performance Evaluation**

A. It shall be a goal of the Employer to annually review your performance using a process, form, criteria, and format for the evaluation which shall be mutually agreed upon by you and the Employer. In the event the parties do not mutually agree, then the Employer shall determine the process, form, criteria, and format for the evaluation.

B. This process shall generally include the opportunity for both parties to prepare a written evaluation, meet and discuss the evaluation, and present a written summary of the evaluation results.

C. The final, written evaluation shall generally be completed and delivered to you



approximately thirty days following the evaluation meeting.

D. In the Employer's discretion your performance may be reviewed upon your request or otherwise at anytime.

**SECTION 11: Hours of Work**

It is recognized that you must devote a great deal of time beyond normal office hours on behalf of the Employer. To that end, you shall be allowed to establish an appropriate work schedule. Whenever you travel, you shall announce your travel plans to the City Council within a reasonable time in advance of travel.

**SECTION 12: Moving and Relocation Expenses**

A. You shall establish a residence within the corporate boundaries of University City and thereafter maintain your residence within the corporate boundaries of University City during your tenure of office.

B. The Employer shall reimburse you for your moving and relocation expenses in an amount not to exceed eighteen thousand dollars (\$18,000), to cover temporary housing, not more than two trips to University City for you and your spouse to secure permanent housing, and moving your household furnishings and personal property to University City.

C. If you resign your position with the Employer within eighteen months of the effective date of this Agreement, you shall repay Employer the reimbursed moving and relocation expenses on a pro rata basis commensurate with the percentage of the eighteen-month period you have completed.

**SECTION 13: Other Terms and Conditions of Employment**

A. Except as otherwise provided in this Agreement, you shall be entitled to the benefits enjoyed by other City employees as provided in the City Charter, ordinances, personnel

rules, and administrative regulations, or by practice.

B. You are entitled to an insured and maintained City vehicle to use in the performance of your duties as City Manager, or at your election a vehicle allowance of three hundred fifty dollars (\$350) per month. You are also entitled to a wireless smart phone for City business and de minimis personal use.

C. The Employer shall reimburse you for your professional development expenses to attend two MCMA conferences and one ICMA conference annually. The Employer shall reimburse you to attend other conferences, short courses and seminars as allowed by the City's budget.

D. You may participate in outside teaching and consulting services with prior approval of the City Council.

E. The Employer shall defend, save harmless and indemnify you against any tort, professional liability claim, demand, or other legal action, whether groundless or otherwise, brought against you in your individual or official capacity as an employee of the Employer and arising out of an alleged act or omission occurring in the performance of your duties as City Manager; except that Employer will not indemnify you for any intentional, reckless or grossly negligent conduct or any criminal conduct.

F. The Employer shall reimburse you for the actual cost of those incidental expenses necessarily incurred by you while in attendance at local meetings or seminars related to your employment with the City.

**SECTION 14: Notices**

Any notice to the Employer shall be given to the Mayor and all other members of the City Council. Any notice to you shall be given to you or your designated representative. You may designate an address for mail.

**SECTION 15: General Provisions**

A. This Agreement sets forth and establishes the entire understanding between you and the Employer relating to your employment by the Employer. The parties, by mutual written Agreement, may amend any provision of this Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this Agreement.

B. This Agreement shall be binding on the Employer and you as well as your heirs, assigns, executors, personal representatives and successors in interest.

C. This Agreement shall become effective on December 28, 2017.

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

Gregory Rose

City of University City, Missouri

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

Shelley Welsch

Mayor Shelley Welsch  
For the City and the Council

Date of Execution: \_\_\_\_\_

11/6/2017

Date of Execution: \_\_\_\_\_

11-13-2017

