

CITY OF ELDORA
CITY ADMINISTRATOR CONTRACT

The City of Eldora (“City”) and David Mitchell (“Employee”) agree as follows:

1. **Agreement.** The City agrees to continue employment and the Employee agrees to be employed as City Administrator for the City of Eldora, Iowa. The Employee is an at will employee.
2. **Duties.** The Employee agrees to perform the duties of City Administrator for the City as those duties are set out in the Code of Iowa and the City’s Code of Ordinances and other duties ordinary and customary to ensure the proper function and operation of the government of the City and as directed by the City Council.
3. **Compensation.** The City agrees to compensate Employee an annual salary of \$71,585 plus those normal benefits currently provided to city employees that are not otherwise addressed herein. Employee shall receive three (3) weeks, (15 business days) of vacation per year. Personnel Committee will conduct a 6 month review to make a determination of additional pay raise proposals outside of previously scheduled pay raises through contract ending in 2022.
4. **Term.** The term of this Agreement shall commence July 9, 2019 And shall continue through and including July 9, 2022. Nothing herein shall be construed as altering Employee’s status as an employee at will.
5. **Termination.** The City acknowledges that Employee is a person to whom a preference is granted pursuant to Iowa Code Chapter 35C. The Employee may be terminated for incompetence or misconduct within the meaning of Iowa Code Chapter 35C, or if he is convicted of or pleads guilty to a felony.
6. **Employee Termination.** Employee agrees to provide thirty (30) days written notice prior to terminating their employment and also agrees to provide the City, through the Mayor or City Council members, with an exit interview with regard to the status of all ongoing projects within two weeks of the scheduled departure date.
7. **Termination defined.** For the purpose of this Agreement, termination shall occur when:

- (a) The majority of the governing body votes to terminate the Employee at a public meeting;
- (b) If the City amends any provisions of the City code pertaining to the role, powers, duties, authority and responsibilities of the Employee's position that have the effect of substantially changing the form of government, the Employee shall have the right to declare that such amendment constitutes termination. Occasional changes in the duties of the city administrator are expected by both parties and shall not constitute a substantial change as required by this position.
- (c) If the City reduces the base salary, compensation or any other financial benefit of the Employee, unless such reduction is applied to the Employee in no greater percentage than the average reduction for all City Department Heads.
- (d) If the Employee resigns following an offer to accept Employee's resignation made by a majority of the City Council, then the Employee may declare a termination as of the date of the suggestion; or
- (e) There is a breach of this Agreement declared by either party, which breach remains uncured for a period of 30 days following written notification from either party served in the manner provided for in paragraph 14 of this Agreement.

8. **Performance Evaluation.** Annually the City and Employee shall define such goals and performance objectives as they determine necessary for the proper operation of the City and in the attainment of the City Council's policy objectives and shall further establish a relative priority among those various goals and objectives. City shall review and evaluate the performance of Employee at least once annually in advance of the adoption of the annual operating budget. Said review and evaluation shall be in accordance with specific criteria developed by the City and the Employee. Said criteria may be added to or deleted from, as the City may from time to time determine, in consultation with Employee. Further, the City shall provide Employee with a summary written statement of findings and provide an adequate opportunity for Employee to discuss his evaluation.

9. **Indemnification/Hold Harmless.** The City shall defend, save harmless, and indemnify Employee against any tort, professional liability claim of demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omissions occurring in the performance of Employee's duties as City Administrator. Employee agrees to promptly report any claim to the City and to cooperate in the investigation and

the defense of any such claim. City has no obligation to indemnify employee or to defend claims against Employee that arise out of conduct that the City Council determines were in clear violation of City policies or other laws.

10. **Fidelity bond.** City shall bear the full cost of any fidelity or other bonds required of Employee under any law or ordinance in carrying out their duties as city administrator.

11. **Residence.** Employee agrees to establish residence as stated in City Code Section 21.05 (within a ten-mile radius of the city) within six (6) months of employment.

12. **Dues, etc..** The City agrees to pay professional dues and subscriptions of Employee, including seminars and conventions, all as approved by the Mayor.

13. **Notice.** Any notice required under this Agreement shall be given in writing by fax, hand delivery or by depositing same in the U.S. Postal Service, postage prepaid, addressed as follows:

If to City:

Mayor
City of Eldora
1442 Washington St.
Eldora, IA 50627

If to Employee:

David Mitchell
915 7th St
Eldora, IA 50627

Notice shall be deemed given as of the date of personal service or as of the date of delivery, the date of faxing, or the date of deposit of written notice with the U.S. Postal Service.

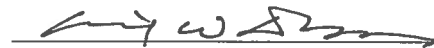
14. **Integration.** This Agreement sets forth and established the entire understanding between the City and the Employee relating to the employment of the Employee by the City and may be amended only in writing signed by both parties.

15. **Severability.** Should any persuasion of this agreement be held Unconstitutional, invalid, unenforceable, the remainder of this agreement or portion thereof shall be deemed severable, shall not be affected and shall remain in full force and effect. This agreement shall be construed and enforced under the laws of the State of Iowa.


Dated this 9th day of July, 2019.

CITY OF ELDORA


David Mitchell


Mayor

Attest:


Chandra Kyte, Acting City Clerk