

RESOLUTION NO. 71-24

A RESOLUTION APPOINTING MICHAEL P. BENNETT AS CITY MANAGER

RECITALS:

Pursuant to §56 of the Grand Junction City Charter, the City Council shall appoint a City Manager, who shall be the Chief Executive Officer of the City. The City Manager shall have demonstrated that he possesses experience in city management as required by the Charter. With this resolution the City Council affirms that Michael P. Bennett possesses the requisite experience and is hereby confirmed, selected and appointed as City Manager conditioned upon the City Council adopting Ordinance 5235 setting Mr. Bennet's salary and approval of an employment agreement. The second reading of the Ordinance and this Resolution making the appointment were considered at the regular and duly notice October 16, 2024 City Council meeting.

Mr. Bennett has most recently served as the City Manager of Fruita, Colorado. He has been with Fruita since October 2014 to the present. In 2023 he was named Colorado City Manager of the Year for mid-sized cities. Prior to his service in Fruita he served as Director of Administrative Service and as Assistant to the City Manager in Hickory, North Carolina.

Mr. Bennett is an International City/County Management Association (ICMA) Credentialed Manager. Mr. Bennett holds a Master of Public Administration degree from Brigham Young University of Colorado and a Bachelor of Science degree from Utah State University.

Mr. Bennett has had successful experience in city management and possesses a depth and breadth of beneficial experience that will serve the City of Grand Junction well.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND THAT:

Michael P. Bennett is appointed as City Manager for the City of Grand Junction, Colorado conditioned upon Ordinance 5235 becoming effective and the execution of the attached employment agreement.

Passed and adopted this 16th day of October 2024.

GRAND JUNCTION CITY COUNCIL

by: _____

Abram Herman
President of the City Council



ATTEST:


Selestina Sandoval
City Clerk

CITY MANAGER EMPLOYMENT AGREEMENT
CITY OF GRAND JUNCTION, COLORADO

Recitals:

This Agreement, made and entered into this 1st day of December 2024, by and between the City of Grand Junction, a Colorado municipal corporation, ("Employer" or "City") and Michael Bennett ("Employee" or "City Manager") a person who has the education, training and experience in local government management and who, as a credentialed member of ICMA, is subject to the International City/County Management Association ("ICMA") Code of Ethics, agree as follows:

Section 1: Term

This agreement shall remain in full force in effect, with the Employee serving at the pleasure of the City Council, from December 1, 2024 (Effective Date) until ended by the Employer or Employee as provided herein.

Section 2: Duties and Authority

Employer agrees to employ the Employee as City Manager to perform the functions and duties specified in the U.S. and Colorado Constitutions, the Charter and Ordinances of and for the City of Grand Junction, and to perform other legally permissible and proper duties and functions on the City's behalf. The Employee shall devote full time to City business and shall neither accept nor engage in any activity(ies), whether paid, unpaid or otherwise compensated, which interfere or may in the judgment of a majority of the City Council, interfere with the Employee's responsibilities to Employer. The Employee shall not be required to post or secure a fidelity or other form of bond.

Section 3: Compensation

Employer agrees to pay Employee an annual base salary of \$260,000.00 (two hundred sixty thousand) ("Base Salary".) This Agreement shall be amended, without need of a new agreement, to reflect any change(s) to the Base Salary and/or benefit adjustments that are provided by the Employer pursuant to the Charter and ordinances of the City.

Consideration shall be given on an annual basis to adjust leave accrual, direct and indirect compensation and benefits in accordance with the City's adopted salary survey methodology and Employees performance.

Section 4: Health, Disability and Life Insurance Benefits

The Employer agrees to provide and to pay the Employers portion of the premiums for health, dental and vision insurance for the Employee and dependents in a type and quality that is available to all other employees of the City.

The Employer agrees to provide and to pay the Employers portion of the premiums for short term and long-term disability coverage for the Employee in a type and quality that is available to all other employees of the City.

The Employer shall pay the amount of premiums for term life insurance with a death benefit of \$150,000.00.

Section 5: Leave

The Employee shall be credited with 80 hours of paid time off ("PTO") from the Effective Date of the Agreement. The Employee shall thereafter accrue PTO at a bi-weekly rate of 10.769 hours. The Employee is entitled to accrue unused PTO leave and in the event the Employee's employment is terminated, either voluntarily or involuntarily, the Employee shall be compensated, in addition to severance as defined herein, for all accrued leave time to the date of termination at a one for one rate. The Employee's accruals less usage shall not exceed 2x his annual accrual.

Section 6: Automobile

The Employer agrees to pay to the Employee, during the term of this Agreement and in addition to other salary and benefits herein provided, the sum of \$500.00 per month.

The Employee shall be responsible for maintaining a valid Colorado driver's license, paying for liability, property damage and comprehensive insurance coverage and shall further be responsible for all expenses attendant to the purchase, operation, maintenance and repair of his vehicle.

Section 7: Retirement

The Employer agrees to make and execute all necessary arrangements to enroll the Employee in the City's 401a Executive Retirement Plan ("401 Plan"). The Employer agrees to contribute nine percent (9%) of the Employee's base salary to the 401 Plan on the Employee's behalf. The City contribution must be matched by the Employee.

In addition to the Employer's payment to the 401 Plan, the Employer agrees to make and execute all necessary arrangements to enroll the Employee in the City's 457 plan ("457 Plan"). The Employer agrees to pay an amount equal to 1% (one percent) of the Employee's

base salary into the 457 Plan on the Employee's behalf so long as the Employee contributes two percent (2%) to the 457 Plan.

The foregoing contributions are in addition to payment of the Employers portion of Social Security/FICA for the Employee.

Section 8: Other Financial Consideration

Employer will pay, on a reimbursement basis without markup, a relocation allowance of \$17,500.00. The Employee shall pay any and all associated taxes.

Employer agrees to consider and as approved by Council budget for and to pay for professional dues and subscriptions of the Employee necessary for continuation and full participation in national, regional, state, and local associations, service club(s) and organizations necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the Employer.

Employer agrees to consider and as approved by Council annually budget for and to pay for travel and subsistence expenses of Employee for professional and official travel, meetings and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for Employer, including but not limited to, the Colorado Municipal League, International City Management Association (ICMA) and such other national, regional, state and local groups and committees in which Employee is a member. Other continuing education, professional development and/or professional membership(s) or affiliations shall be requested by the Employee and considered and approved by Council in advance on a case-by-case basis.

The Employer shall provide Employee with office equipment such as a computer and software, a City issued cell phone as well as office furniture, fixtures and equipment the same or similar to that issued to other employees.

Section 9: Termination

For the purpose of this Agreement, termination shall occur when:

- a) The majority of the City Council votes to terminate the Employee at a duly authorized and noticed public meeting; or,
- b) If the citizens act to amend any provisions of the Charter pertaining to the role, powers, duties, authority, responsibilities of the Employee's position that substantially changes the form of government, the Employee shall have the right to declare that such amendments constitute termination; or,

- c) If the Employer reduces the Base Salary or any other financial benefit of the Employee, unless it is applied in no greater percentage than the average reduction of all City employees, such action shall constitute a breach of this agreement and will be regarded as a termination; or,
- d) If the Employee resigns following an offer to accept resignation in lieu of termination, whether formal or informal, by the Employer as representative of the majority of the governing body, then the Employee may declare a termination as of the date of the suggestion or offer to accept his resignation; or,
- e) A breach of contract occurs, declared by either party, and the breach is not cured within a 15-day cure period for either Employee or Employer. Written notice of a breach of contract shall be provided in accordance with the provisions of Section 16.
- d) If the Employee is charged and convicted of a felony and/or class I misdemeanor the Employer shall terminate this Agreement and the Employee shall not be entitled to severance as set forth in Section 10 herein.
- e) Employee acknowledges the importance of maintaining public trust and agrees to conduct himself in a manner that reflects positively on the City; however, the City and Employee agree that this Section 9(e) shall be applied fairly, with reasonable regard for the Employee's rights to privacy, due process, and non-discriminatory enforcement, as set forth below.

1. Grounds for Termination

Termination for cause under §9(e) clause will be limited to instances of verifiable and material misconduct that significantly impairs the Employee's ability to perform his duties. The misconduct must be directly related to the performance of City responsibilities or involve criminal behavior that materially affects the Employee's role or responsibilities. Personal conduct wholly unrelated to the Employee's professional duties, including private matters and lifestyle choices, shall not be grounds for termination unless it is reasonably shown to the satisfaction of a majority of the City Council that the Employee's conduct directly and adversely impacts the City's operations and/or reputation.

2. Notice and Right to Cure

In the event the City believes the Employee has engaged in conduct potentially constituting grounds for termination, the City must provide a written notice outlining the specific allegations and information or evidence reasonably supporting the same. The Employee shall be afforded a reasonable time of not less than 20 days,

to address, correct, or clarify the alleged misconduct. No termination shall proceed unless and until the Employee has been given the opportunity to address, correct, or clarify the alleged misconduct to the satisfaction of a majority of the City Council.

3. Fair Process and Appeal

The Employee is entitled to due process as provided in this Agreement, including the right to a public City Council hearing before any final determination of cause is made. Any adverse action(s) taken under §9(e), must be preceded by a mutually selected neutral third-party review, ensuring impartiality and fairness. The Employee shall continue to receive full compensation and benefits throughout the third-party review process, and no final action will be taken without completion of the review and any appeal(s).

4. Public Statements and Reputation

The City agrees to handle any discipline or termination allegations or proceedings with discretion and professionalism. No public comments, press releases, or official statements shall be made unless and until a final determination of misconduct is reached. If such statements are made prematurely or without due cause, the Employee retains the right to seek legal recourse for reputational damage, including defamation.

5. Severance and Benefits – 9(e)Termination

Should the Employee be terminated for cause under §9(e) he shall not be entitled to severance as set forth in Section 10 herein.

6. Mutual Agreement

The Parties agree that this §9(e) will not be used as a tool for arbitrary or politically motivated termination.

Section 10: Severance

In the event the Employee is terminated by the Employer as described above and during such time the Employee is willing and able to perform his duties under this Agreement, then Employer agrees to pay as severance 9 months' Base Salary and the value of Employer paid bi-weekly benefits (automobile allowance, health, dental and vision insurance, and retirement contributions) then in effect as of the date of termination.

Section 11: Resignation

In the event that the Employee voluntarily resigns (is not asked to leave and/or resigns in lieu of termination) his position with the Employer, the Employee shall provide a minimum of 45 days' notice unless the Employee and Employer agree otherwise. The Employee is not entitled to severance pay or benefits upon voluntary resignation.

Section 12: Performance Evaluation

The Employer shall review the Employee's performance at the completion of six months of work following the Employee's starting date, at the completion of 12 months of work following the Employee's starting date and no less often than annually, during the first quarter or each year, thereafter. The review shall be conducted using a process, form, criteria, and format for the evaluations which shall be mutually agreed upon by the Employer and Employee. The process at a minimum shall include the opportunity for both the Employer and the Employee to a) prepare a written evaluation, b) meet and discuss the evaluation and c) present a written summary of the evaluation results. A written evaluation should be completed and delivered to the Employee within 30 days of any evaluation meeting.

Section 13: Hours of Work

It is recognized that the Employee must devote a great deal of time outside normal office hours on business for the Employer, and to that end Employee shall be allowed to establish his own appropriate work schedule.

Section 14: Indemnification

The Employer shall defend, hold harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as City Manager or resulting from the exercise of judgment or discretion in connection with the performance of the duties and/or responsibilities of the position, unless the act or omission involved willful or wanton conduct.

The Employee may request, and the Employer shall not unreasonably refuse, to provide legal representation at Employer's expense and Employer may not unreasonably withhold approval. Legal representation, provided by the Employer for the Employee, shall extend until a final determination of the legal action including any appeals brought by any party. The Employer shall indemnify employee against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney's fees, and any other liabilities incurred by, imposed upon,

or suffered by such Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of his duties, unless the act or omission involved willful or wanton conduct.

Any settlement of any claim must be made with prior approval of the Employer in order for indemnification, as provided in this Section 14, to be available.

Employee recognizes that Employer shall have the right to compromise and unless the Employee is a party to the suit which Employee shall have veto authority over the settlement, settle any claim or suit; unless, said compromise or settlement is of a personal nature to Employee. Further, Employer agrees to pay all reasonable litigation expenses of Employee throughout the pendency of any litigation to which the Employee is a party, witness or advisor to the Employer, unless the act or omission involved willful or wanton conduct. Such expense payments shall continue beyond Employee's service to the Employer as long as litigation is pending. Furthermore, Employer agrees to pay Employee reasonable consulting fees and travel expenses when Employee serves as a witness, advisor or consultant to Employer regarding actual or pending litigation, whether while employed or after employment ends.

Section 15: Other Terms and Conditions of Employment

The Employer, only upon agreement with Employee, shall fix any other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement the Charter or ordinances of the City or any other law.

The Employee shall reside within the City limits on or before six months after the Employee's starting date and shall continue to reside in the City during the term of his employment.

Section 16: Notices

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

- (1) EMPLOYER: Human Resources Director with a copy to the City Attorney, 250 N. 5th Street, Grand Junction, CO 81501.
- (2) EMPLOYEE: Michael Bennett, 186 Arches Drive, Fruita, CO 81521.

Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil legal practice. Notice shall be deemed given as of

the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 17: General Provisions

Integration. This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or between the Employer, the recruiter and the Employee are merged into and rendered null and void by this Agreement. The Employer and the Employee 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.

Binding Effect. This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.

Effective Date. This Agreement shall become effective as provided in Section 1.

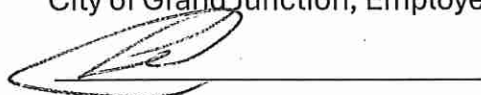
Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

IN WITNESS THEREOF, the City Council of the City of Grand Junction, Colorado by and through the President of the Council and duly attested by the City Clerk and the Employee have adopted, approved and executed this Agreement the day and year first written above.



Michael P. Bennett, Employee

City of Grand Junction, Employer



Abram Herman, President of the City Council

Attest:



Selestina Sandoval

City Clerk