

CITY COUNCIL REPORT



MEETING DATE: 01/16/2007 ITEM No. 29 GOAL: Fiscal and Resource Management

SUBJECT Compensation Adjustments for Charter Officers

REQUEST Authorize compensation adjustments for the City Attorney, City Auditor, and City Clerk, per the attached employment agreements, and for the City Manager, per the attached addendum to the employment agreement, effective January 16, 2007.

BACKGROUND The City Attorney, City Auditor, City Clerk, and City Manager report directly to the City Council in their capacity as Charter Officers. The City Council completed a comprehensive performance evaluation process with each of the Charter Officers. This process included a review of their respective compensation packages and relevant market data. As appointees of the City Council, Charter Officers do not receive the market adjustment that may be authorized as part of the annual budget process for most city employees.

ANALYSIS & ASSESSMENT The proposed compensation adjustments outlined below and on the attachments will move each of these Charter Officer positions from below average to about an average market position when compared to similar positions in comparable Valley cities. Compensation adjustments to be effective January 16, 2007 are outlined below:

City Attorney: Adjust base annual salary by 5% to \$157,500.00.

City Auditor: Adjust base annual salary by 8% to \$111,758.40 and include annual executive physical per City guidelines.

City Clerk: Adjust base annual salary by 10% to \$101,244.00 and include annual executive physical per City guidelines.

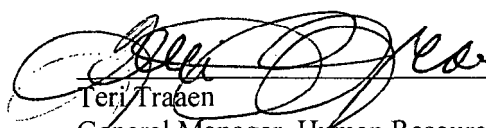
City Manager: Adjust base annual salary by 8% to \$181,083.60.

RESOURCE IMPACTS Sufficient funding is included in the FY 2006/2007 operating budget for the proposed compensation adjustments.

Action Taken _____

RESPONSIBLE DEPT(S) Human Resources Department on behalf of the Mayor and City Council

STAFF CONTACT(S)

 _____
Teri Traaen Date 12/21/06
General Manager, Human Resources, ttraaen@scottsdaleaz.gov
(480) 312-2615

ATTACHMENTS

1. Employment Agreement for the City Attorney with the proposed compensation adjustment.
2. Employment Agreement for the City Auditor with the proposed compensation and benefit adjustment.
3. Employment Agreement for the City Clerk with the proposed compensation and benefit adjustment.
4. Employment addendum to the City Manager's employment agreement with the proposed compensation adjustment.

AGREEMENT

This Agreement ("Agreement") made and entered into on this 16th day of January, 2007, by and between Deborah W. Robberson, attorney at law, ("Robberson"), and the City of Scottsdale, an Arizona municipal corporation, ("City").

RECITALS

- A. Robberson was appointed City Attorney of the City in November, 2005.
- B. Robberson serves at the pleasure of the City Council and has her compensation determined by the City Council.

NOW, THEREFORE, for and in consideration of the foregoing, the covenants and promises contained below and for other good and valuable consideration, the Parties agree as follows:

1. Robberson's service as City Attorney for the City of Scottsdale is at will and subject to the terms of this Agreement and any laws, city charter and City Code provisions, rules, regulations and policies applicable to unclassified, exempt, at will employees of the City. The City Council of the City may terminate the appointment, with or without cause, upon majority vote at any time.

2. Robberson agrees to give City at least 45 days notice of resignation and upon failure to provide said notice, shall forfeit to the City the proportionate salary for each day that the notice is deficient.

3. Robberson shall be compensated for her services as City Attorney during the term of this Agreement as follows:

- a. Annual base salary of One Hundred Fifty-Seven Thousand Five Hundred Dollars (\$157,500.00).
- b. An additional amount equal to ten percent (10%) of Robberson's annual base salary shall be contributed by the City to the City's deferred compensation plan for her benefit, prorated each pay period.
- c. Annual car allowance of Five Thousand Four Hundred Dollars (\$5,400.00) prorated each pay period.
- d. Annual paid vacation will be two hundred (200) hours. Maximum annual carryover hours will not exceed 402 hours. A sell back provision of 40 hours of vacation time will be allowed on an annual basis. Annual medical leave will be provided per the city's standard accrual policy.
- e. Annual executive physical per City guidelines.
- f. All other City employee benefits that are available to other employees.

- g. The City agrees to budget for and to pay for professional dues, subscriptions, continuing education and conference attendance and related business travel as reasonable and customary for the City Attorney's continued professional growth for the good of the City.

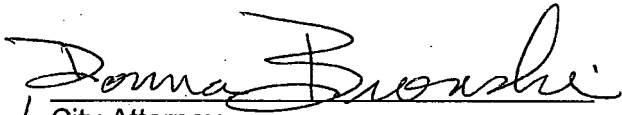
4. City shall review annually Robberson's performance in her position as City Attorney and, during periods of satisfactory performance, shall conduct annual salary reviews and make annual compensation package adjustments unless budgetary impacts and decisions foreclose increases for all City employees at department head status and above.

5. In the event that the City terminates Robberson's appointment at any time, the City shall pay to Robberson severance in the amount of six (6) month's total compensation. In the event that Robberson's appointment is terminated by the City, or she no longer desires to serve in this role, she may be considered for return to a position equivalent to that in which she was employed prior to her date of hire as City Attorney ("Equivalent Position"). In the event that the City terminates Robberson's appointment and she returns to an Equivalent Position, she will not be paid any severance compensation.

Dated this ____ day of _____, 2007.

APPROVED AS TO FORM:

CITY OF SCOTTSDALE,
a municipal corporation


Deputy City Attorney

Mary Manross, Mayor

Deborah W. Robberson, City Attorney

AGREEMENT

This Agreement ("Agreement") made and entered into on this 16th day of January, 2007, by and between Cheryl Dreska, City Auditor, ("Dreska"), and the City of Scottsdale, an Arizona municipal corporation, ("City").

RECITALS

- A. Dreska was appointed City Auditor of the City in August, 1993.
- B. Dreska serves at the pleasure of the City Council and has her compensation determined by the City Council.

NOW, THEREFORE, for and in consideration of the foregoing, the covenants and promises contained below and for other good and valuable consideration, the Parties agree as follows:

- 1. Dreska's service as City Auditor for the City of Scottsdale is at will and subject to the terms of this Agreement and any laws, city charter and City Code provisions, rules, regulations and policies applicable to unclassified, exempt, at will employees of the City.
- 2. Dreska shall be compensated for her services as City Auditor as follows:
 - a. Annual base salary of One Hundred Eleven Thousand Seven Hundred Fifty- Eight Dollars and 40 Cents (\$111,758.40).
 - b. An additional amount equal to two percent (2%) of Dreska's annual base salary shall be contributed by the City to Dreska's deferred compensation plan for her benefit, prorated each pay period.
 - c. Annual car allowance of Three Thousand Six Hundred Dollars (\$3,600.00) prorated each pay period.
 - d. Annual executive physical per City guidelines.
 - e. All standard employee benefits for which other employees are eligible.
- 3. The City agrees to budget for and to pay for professional dues, subscriptions, continuing education and conference attendance and related business travel as reasonable and customary for the City Auditor's continued professional growth for the good of the City.
- 4. The City Council shall review annually Dreska's performance in her position as City Auditor and may adjust her compensation in accordance with that review or as otherwise determined by the City Council.

Dated this ____ day of _____, 2007.

APPROVED AS TO FORM:

CITY OF SCOTTSDALE,
a municipal corporation



City Attorney

Mary Manross, Mayor

Cheryl Dreska, City Auditor

AGREEMENT

This Agreement ("Agreement") made and entered into on this 16th day of January, 2007, by and between Carolyn Jagger, City Clerk, ("Jagger"), and the City of Scottsdale, an Arizona municipal corporation, ("City").

RECITALS

- A. Jagger was appointed City Clerk of the City in September, 2003.
- B. Jagger serves at the pleasure of the City Council and has her compensation determined by the City Council.

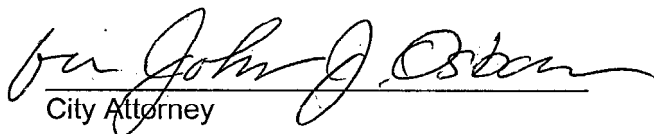
NOW, THEREFORE, for and in consideration of the foregoing, the covenants and promises contained below and for other good and valuable consideration, the Parties agree as follows:

- 1. Jagger's service as City Clerk for the City of Scottsdale is at will and subject to the terms of this Agreement and any laws, city charter and City Code provisions, rules, regulations and policies applicable to unclassified, exempt, at will employees of the City.
- 2. Jagger shall be compensated for her services as City Clerk as follows:
 - a. Annual base salary of One Hundred One Thousand Two Hundred Forty-Four Dollars (\$101,244.00).
 - b. An additional amount equal to ten percent (10%) of Jagger's annual base salary shall be contributed by the City to Jagger's deferred compensation plan for her benefit, prorated each pay period.
 - c. Annual executive physical per City guidelines.
 - d. All standard employee benefits for which other employees are eligible.
- 3. The City agrees to budget for and to pay for professional dues, subscriptions, continuing education and conference attendance and related business travel as reasonable and customary for the City Clerk's continued professional growth for the good of the City.
- 4. The City Council shall review annually Jagger's performance in her position as City Clerk and may adjust her compensation in accordance with that review or as otherwise determined by the City Council.

Dated this ____ day of _____, 2007.

APPROVED AS TO FORM:

CITY OF SCOTTSDALE,
a municipal corporation



City Attorney

Mary Manross, Mayor

Carolyn Jagger, City Clerk

Addendum to City Manager Jan Dolan's Employment Agreement*

- 1) Increase annual base salary to \$181,083.60 (an increase of 8%)

*Effective January 16, 2007; all other terms of employment in place shall remain