ADDENDUM TO
AGREEMENT FOR EMPLOYMENT AT WILL

This Addendum to the Agreement for Employment at Will is entered into between the **City of Grand Forks**, a North Dakota municipal corporation and **Brad Gengler** (hereinafter "Employee).

RECITALS

WHEREAS, the parties hereto have previously entered into an Agreement for Employment at Will dated April 4, 2006.

WHEREAS, the parties hereby mutually agree to modify the terms of the original contract as provided herein.

NOW, THEREFORE, based upon the foregoing, the following terms of the original Agreement for Employment at Will shall be amended as follows:

I. Section 2 of the original Agreement for Employment at Will shall be amended to provide as follows:

SALARY.

The City of Grand Forks shall pay the employee an annual salary in the sum of One Hundred Eighteen Thousand One Hundred Sixty-four Dollars and 80 Cents ($118,164.80) or ($56.81 per hour). Payment shall be made in accordance with the standard payroll procedures of the City of Grand Forks. Annual increases shall be negotiated with the Mayor prior to the anniversary date of employment, with final approval by the City Council.

II. Section 3 of the original Agreement for Employment at Will regarding benefits shall be amended, in part, to provide as follows:

BENEFITS

A. The City of Grand Forks will provide benefits to the Employee in accordance with those benefits currently available to City employees including, but not limited to, the following:

1. The City of Grand Forks will provide the Employee with one hundred eighty-four (184) hours of vacation per year. Employee shall be allowed to carry over a maximum of 552 hours each year. Upon termination or resignation, the Employee shall be paid one hundred percent (100%) for unused vacation balance. Except as otherwise provided herein, vacation hours accrued in excess of 552 hours shall be taken prior to December 31st of each year or it shall be forfeited.

5. The City of Grand Forks will provide the Employee with a Term Life Insurance Policy in the amount of Thirty-five Thousand Dollars and 00/100 ($35,000.00) with a beneficiary to be named by the Employee. The City of Grand Forks will pay or cause to be paid one hundred percent (100%) of the premiums for the term of this agreement. The Employee may elect to purchase additional coverage at his/her own expense in accordance with the plan.

8. The City of Grand Forks shall provide a vehicle for employees official use or a monthly car allowance of $250.00. In the event the Employee utilizes a privately owned vehicle for official use for travel outside the City, then, in such event, the Employee shall be reimbursed mileage according to City travel policy.

III. Section 4 of the original Agreement for Employment at Will relating to termination of employment shall be amended, in part, to provide as follows:

TERMINATION OF EMPLOYMENT

D. In the event of termination for cause, Employee shall not be entitled to any further compensation, benefits, or severance pay except as otherwise provided herein or except as may be otherwise provided by state or federal law. For purposes of this Agreement, cause shall mean:

(1) Conviction of, pleaded guilty, or pleaded no contest, or the equivalent, to a felony or Class A misdemeanor.
(2) Failure to obey any lawful and reasonable direction made and given by the mayor or his designee, where such violation or failure amounts to an act of insubordination or a serious breach of proper discipline resulting in or which may be reasonably expected to result in loss or injury to the City or to the public.
(3) Violation of the City's alcohol and controlled substance policy, sexual harassment policy or discrimination policies.
(4) The unauthorized possession or use of City property, equipment or materials.
(5) Fighting or threats of physical violence.
(6) Engaging in a private business or an outside trade or occupation so that the employees duties as described herein are impaired or made less effective by the employees outside business, trade or employment.

IV. All other terms, covenants, provisions and conditions of the original Agreement for Employment at Will, except as expressly amended herein, shall remain the same.

V. **Effective date**. The foregoing amendments/revisions to the original Agreement for Employment at Will shall be effective on the 1st day of January, 2016.

The parties hereto, by their signatures below, enter into this Addendum as set forth above.

Date:

CITY OF GRAND FORKS

_____
Michael R. Brown, Mayor

ATTEST:

_____
Maureen Storstad, Director
Finance and Administrative Services

EMPLOYEE:

Date:

_____
BRAD GENGLER

AGREEMENT FOR EMPLOYMENT AT WILL

THIS AGREEMENT made this 27th day of December, 2015, by and between the City of Grand Forks, North Dakota, a North Dakota Municipal Corporation, hereinafter referred to as "City," and Brad Gengler hereinafter referred to as "employee."

WHEREAS, pursuant to the authority granted to the City in accordance with the Grand Forks City Code and the laws of the State of North Dakota, the City agrees to employ at will and the Employee agrees to accept employment at will with the City of Grand Forks in the position of Director of Planning and Community Development. The Employee agrees to perform the duties of the position of Director of Planning and Community Development for the City of Grand Forks faithfully and diligently.

NOW THEREFORE, the parties do hereby agree as follows:

1. TERM OF EMPLOYMENT

The Employee's employment under this Agreement shall commence on the 27th day of December, 2015, and shall continue for an indefinite period until terminated in the manner provided herein. Employee is an at-will employee and shall serve at the pleasure of the Mayor.

2. SALARY

The City of Grand Forks shall pay the Employee an annual salary in the sum of One Hundred Eighteen Thousand, One Hundred Sixty Four Dollars and Eighty Cents ($118,164.80). Payment shall be made in accordance with the standard payroll procedures of the City of Grand Forks. Annual increases shall be negotiated with the Mayor prior to the anniversary date of employment, with final approval by the City Council.

3. BENEFITS

A. The City of Grand Forks will provide benefits to the Employee in accordance with those benefits currently available to City employees including, but not limited to, the following:

~~1. The City of Grand Forks will provide the Employee with one hundred eighty two hours (184) of vacation per year. Vacation shall accrue thereafter as provided by City Policy. Employee shall be allowed to have unlimited accrual of vacation and, upon termination or resignation, the Employee shall be paid one hundred percent (100%) for unused vacation.~~

1. The City of Grand Forks will provide the Employee with one hundred eighty-four (184) hours of vacation per year. Employee shall be allowed to carry over a maximum of 552 hours each year. Upon termination or resignation, the Employee shall be paid one hundred percent (100%) for unused vacation balance.

Except as otherwise provided herein, vacation hours accrued in excess of 552 hours shall be taken prior to December 31st of each year or it shall be forfeited.

2. The City of Grand Forks will provide the Employee with one hundred twelve (112) hours of sick leave per year for the term of employment. Unused sick leave may be accumulated on an unlimited basis. Upon termination or resignation, the Employee shall be paid fifty percent (50%) for unused sick leave.

3. The City of Grand Forks will provide the Employee a Family Health Insurance Plan in which the Employee may select from available options. The City of Grand Forks will pay or cause to be paid one hundred percent (100%) of the premiums for the term of employment. Employee shall be responsible to pay any and all deductibles, co-payments, or other charges above the health insurance premium.

4. The City of Grand Forks will provide the Employee with the City's standard Long-Term Disability Insurance Plan. The City of Grand Forks will pay or cause to be paid one hundred percent (100%) of the premiums for the standard policy for the term of employment.

5. The City of Grand Forks will provide the Employee with a Term Life Insurance Policy in the amount of ~~Twenty-five~~ Thirty-five Thousand Dollars and 00/100 ~~($25,000)~~ ($35,000) with a beneficiary to be named by the Employee. The City of Grand Forks will pay or cause to be paid one hundred percent (100%) of the premiums for the term of this agreement. The Employee may elect to purchase additional coverage at his own expense in accordance with the plan.

6. The City of Grand Forks will provide the Employee with paid holidays as established by ordinance. Such holidays presently include, but are subject to change, the following:

   New Year's Day
   Martin Luther King, Jr. Day
   President's Day
   Independence Day
   Labor Day
   Memorial Day
   Veteran's Day
   Thanksgiving Day
   Christmas Day

7. The City of Grand Forks will contribute ten percent (10%) of Employee's annual salary to the City's defined benefit retirement program, ICMA retirement plan or other retirement program during the term of

employment. Employee shall be responsible for any employee contribution.

8. The City of Grand Forks shall provide a vehicle for Employee's official use or a monthly car allowance of Two Hundred Fifty Dollars ($250.00). In the event the Employee utilizes a privately owned vehicle for official use for travel outside the City, then, in such event, the Employee shall be reimbursed mileage according to City travel policy.

9. The City of Grand Forks will reimburse the Employee for reasonable travel and other work-related expenses incurred by Employee in the fulfillment of his duties hereunder in accordance with City policies, regulations, and ordinances.

B. A complete description of the benefits programs identified above is contained in the appropriate master plan documents and contracts, which are on file for review in the Human Resources Department.

4. TERMINATION OF EMPLOYMENT

A. This Agreement may be terminated by the Employee upon written notice being given at least thirty (30) days prior to the intended date of termination, unless the parties agree otherwise in writing. Upon the effective date of such termination, the Employee shall not be entitled to receive any further compensation, benefits, or severance pay except as otherwise provided herein or except as may otherwise be provided by state or federal law.

B. This Agreement may be terminated by the City at any time, with or without cause, however, no termination without the consent of Employee shall occur within ninety (90) days following the date of election for Mayor within the City of Grand Forks.

C. In the event of Employee's termination by the City without cause the Employee shall be entitled to receive as severance pay an amount equal to six (6) months salary and pension. Furthermore, the City shall pay the premium for health insurance for a period of six (6) months.

D. In the event of termination for cause, Employee shall not be entitled to any further compensation, benefits, or severance pay except as otherwise provided herein or except as may be otherwise provided by state or federal law. For purposes of this Agreement, cause shall mean:

1. Conviction of, plea of guilty, or a plea of no contest, or the equivalent, to a felony or Class A misdemeanor.

2. Failure to obey any lawful and reasonable direction made and given by the Mayor or his designee, where such violation or failure amounts to an act

of insubordination or a serious breach of proper discipline resulting in or which may be reasonably expected to result in loss or injury to the City or to the public.

3. Violation of the City's alcohol and controlled substance policy, sexual harassment policy, or discrimination policies.

4. The unauthorized possession or use of City property, equipment, or materials. ~~having a value in excess of One Thousand and 00/100 Dollars ($1,000.00).~~

5. Fighting or threats of physical violence.

6. Engaging in a private business or an outside trade or occupation so that the Employee's duties as described herein are impaired or made less effective by the Employee's outside business, trade, or employment.

E. However, notwithstanding the foregoing, in the event that the Employee is terminated for cause under subsection 2 above, Employee shall be entitled to receive as severance pay an amount equal to six (6) months salary and pension. Furthermore, the City shall pay the premium for health insurance for a period of six (6) months.

5. OUTSIDE EMPLOYMENT

The City of Grand Forks and the Employee agree that the Employee shall not be involved in any outside employment or consulting services that may adversely affect the ability of the Employee to perform his normal duties as set forth herein. For purposes of determining any adverse effect upon the Employee's ability to perform normal duties, the Mayor or his designee shall be the sole judge thereof.

6. ESSENTIAL FUNCTIONS AND DUTIES

The City agrees that said Employee shall be the Director of Planning and Community Development for the City of Grand Forks and shall report to the Mayor or his designee. The Employee shall, at all times, be able to perform the essential functions and duties of the Director of Planning and Community Development as described by the job description attached hereto and incorporated by reference herein.

7. WORK HOURS

The Employee agrees to devote the amount of time and energy which is reasonably necessary for the Employee to perform the full-time duties of the Director of Planning and Community Development faithfully, diligently, and in accordance with the terms of this Agreement. The City and the Employee agree that the nature of the duties of the Director of Planning and Community Development will likely require the Employee to attend to the business

of the City outside of his normal office hours. It is further agreed and understood that the position is an exempt position for purposes of overtime compensation and the employee is not eligible for receipt of overtime compensation.

8. EMPLOYEE CONDUCT

The City and the Employee agree that the Employee shall comply with all administrative policies, regulations, orders, Mayor or his designee's directives, and ordinances for the City of Grand Forks.

9. WITHHOLDING

The City shall be entitled to withhold, or cause to be withheld, from payment any amount of withholding taxes or other fees or charges required by law with respect to payments made to the employee in condition with his employment hereunder.

10. SEVERABILITY

If any clause or provision of this Agreement is determined to be unconstitutional, invalid for any reason, or against public policy, the remainder of this Agreement shall not be affected.

11. MODIFICATION

No change or modification of this Agreement shall be valid unless in writing and signed by both parties to this Agreement.

12. ENTIRE AGREEMENT

This Agreement represents the entire agreement of the parties and shall supercede any and all previous contracts, arrangements, or understandings between the City and the Employee. This Agreement may be amended at any time by mutual written agreement of the parties hereto.

13. GOVERNING LAW

This Agreement shall be construed, interpreted, and governed in accordance with the laws of the State of North Dakota without reference to rules relating to conflict of law.

14. NONASSIGNABILITY

This Agreement is a personal contract and the Employee's rights and obligations hereunder may not be sold, transferred, assigned, pledged, or hypothecated by the City, nor shall such rights and obligations hereunder be sold, transferred, assigned, pledged, or hypothecated by the Employee.

IN WITNESS WHEREOF, the City and Employee have caused this Agreement to be duly executed as of the day and year first above written.

CITY OF GRAND FORKS

_____
Michael R. Brown, Mayor

ATTEST:

_____
Maureen Storstad, Finance Director

EMPLOYEE:

_____
Brad Gengler, Director of Planning and Community Development

HUMAN RESOURCES:

_____
Daryl Hovland, Human Resources Director