

Date February 28, 2011

**APPOINTMENT OF JEFFREY D. LESTER AS  
CITY ATTORNEY FOR THE CITY OF DES MOINES**

WHEREAS, the City Council has conducted a search for a new City Attorney after the retirement of Bruce E. Bergman; and

WHEREAS, as a result of the search the Council has extended an offer to Jeffrey D. Lester and Mr. Lester has accepted the offer; and

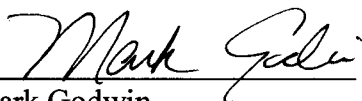
WHEREAS, the Council wishes to employ Mr. Lester as City Attorney for the City of Des Moines beginning on April 4, 2011 according to the terms and conditions of the contract attached hereto.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Des Moines, Iowa:

That Jeffrey D. Lester is hereby appointed City Attorney for the City of Des Moines, Iowa, commencing on April 4, 2011 and the Mayor is authorized to sign Mr. Lester's employment contract for that purpose.

APPROVED AS TO FORM:

Moved by \_\_\_\_\_ to adopt.

  
Mark Godwin  
Acting City Attorney

COUNCIL ACTION	YEAS	NAYS	PASS	ABSENT
COWNIE				
COLEMAN				
GRIESS				
HENSLEY				
MAHAFFEY				
MEYER				
MOORE				
TOTAL				
MOTION CARRIED			APPROVED	
_____ Mayor				

**CERTIFICATE**

I, DIANE RAUH, City Clerk of said City hereby certify that at a meeting of the City Council of said City of Des Moines, held on the above date, among other proceedings the above was adopted.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

\_\_\_\_\_ City Clerk

## **EMPLOYMENT AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of April, 2011, by and between the City of Des Moines, Iowa (hereinafter referred to as the "City") and Jeffrey D. Lester (hereinafter referred to as "Lester").

### **INTRODUCTORY STATEMENT**

1. It is the desire of the City to employ Lester as City Attorney, and Lester to accept appointment as City Attorney.

2. The parties wish to establish terms and conditions of employment of Lester as City Attorney for the City.

### **IT IS THEREFORE AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:**

1. Appointment/Salary. The City shall employ Lester as City Attorney effective as of April 4, 2011, at a salary of \$155,000.00 per year. The salary may be adjusted annually upon or following the evaluation provided for below. Lester shall devote his entire time and work efforts to such employment. Such employment shall end upon Lester's death or termination for any reason by the City Council. Nothing in this Agreement shall be deemed to prevent or limit the right of the City Council of the City to determine that Lester shall no longer serve as City Attorney, subject to the provisions of paragraph 3 of this Agreement.

2. Duties/Evaluation. As City Attorney Lester shall perform any and all duties provided by the Iowa Code and the Municipal Code of the City of Des Moines. The City Council of the City shall conduct an evaluation of Lester after six months of employment at which time

Lester may be eligible for a salary increase of up to three percent (3%) based upon performance. The Council shall conduct an evaluation of Lester after 12 months of service, at which time Lester may be eligible for an additional six month severance pay consisting of salary and medical and dental benefits upon a finding of satisfactory performance by the Council.

3. Termination/Severance Pay. In the event Lester is involuntarily terminated by the City for any reason other than his death, conviction of a felony, aggravated misdemeanor, or any public offense involving corruption, extortion, willful misconduct, maladministration in office, willful or habitual neglect, or refusal to perform the duties of office, he shall receive severance pay as follows: Six month's salary plus medical and dental benefits at the level he was receiving those benefits at the time of termination (see also paragraph 2). Such severance pay shall be paid to Lester, at his election, in one lump sum within thirty (30) days of his effective date of termination.

4. Automobile Allowance and Phone/Data Allowance and iPad. In addition to the salary set forth above, Lester shall receive the sum of \$400 per month as an automobile allowance for the operation of his own vehicle, and \$100 per month for a cellular telephone and/or data allowance, and an Apple i-Pad for City use, with Lester being responsible for any i-Pad monthly expenses.

5. Employee Benefits. Lester shall receive the "SPM Benefits Package", adjusted on the longevity schedule in current "SPM Rules". Lester may choose to participate in either a 401a deferred compensation plan or a 457 deferred compensation plan subject to election deadlines. If he does participate in either plan, he shall receive a 100% contribution match from the City, up to 4% of his salary annually.

Lester shall pay 10% of the health insurance premium for the coverage plan in which he enrolls. Lester shall receive three weeks' vacation annually.

6. Professional Training/Dues. Lester will participate in professional training activities and organizations, including attendance at conferences and seminars. The City will budget, approve and pay for reasonable expenditures in support of such activities, including dues for Polk County, Iowa State and American Bar Association memberships, and at least one seminar or conference which is national in scope annually.

7. Start of Employment. Lester's first day of work shall be April 4, 2011.

8. Residency Requirement. Lester shall reside in the City within 30 days of April 4, 2011.

9. Relocation Expense Reimbursement. The City shall reimburse Lester up to a total of \$30,000 for actual relocation expenses incurred during the first year of Lester's employment. Lester shall provide documentation for all reimbursements claimed.

10. Severability. The provisions of this Agreement are severable, and if any provision of this Agreement, or portion thereof, is held to be illegal, invalid or unenforceable, the remainder of this Agreement shall nevertheless be binding and enforceable.

11. Binding Effect. This Agreement shall be binding upon the City, including any successor public entity, and Lester, and shall remain in full force and effect until altered or amended by mutual written agreement of the parties.

12. Entire Agreement. This Agreement represents the full and complete understanding and agreement of the parties, and supersedes all prior agreements, oral or written, concerning the subject matter hereof.

13. Construction. This Agreement is to be construed consistent with laws of the State of Iowa.

IN WITNESS WHEREOF, the parties have signed this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 2011.

Attested to:

CITY OF DES MOINES, IOWA

\_\_\_\_\_  
Diane Rauh  
City Clerk

\_\_\_\_\_  
T.M. Franklin Cownie  
Mayor

APPROVED AS TO FORM:

JEFFREY D. LESTER

\_\_\_\_\_  
Mark Godwin  
Acting City Attorney  
City of Des Moines, Iowa

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