CITY COUNCIL SPECIAL MEETING

~ AGENDA ~

SPECIAL MEETING

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September 22, 2026	7:00 P.M.	Council Chamber

MEETING REGISTRATION:
https://us02web.zoom.us/j/84899758573

PLEDGE OF ALLEGIANCE/MOMENT OF SILENCE

I. CALL TO ORDER

II. COUNCIL BUSINESS

1. Consideration of the City Manager's Performance and Employment Agreement, with Possible Action Related Thereto (Possible Executive Session)
   Todd Wilt II Employee agreement .pdf

III. ADJOURNMENT

AGENDA ITEM 1

City Council Special Meeting Request for Action

TO:

FROM: Darla Armstrong

ITEM TYPE: PRESENTATION

AGENDA SECTION: COUNCIL BUSINESS

SUBJECT: Consideration of the City Manager's Performance and Employment Agreement, with Possible Action Related Thereto (Possible Executive Session)

ATTACHMENTS:

Todd Wilt II Employee agreement .pdf

RANSON
AT THE CENTER OF OPPORTUNITY.

CITY OF RANSON
CITY MANAGER EMPLOYMENT AGREEMENT

INTRODUCTION

This agreement is made and entered on the dates noted by signature below, by and between the City of Ranson, West Virginia, a municipal corporation and political subdivision of the State of West Virginia, (hereinafter called "Employer") and Todd L. Wilt II, (hereinafter called "Employee") a competent adult individual and resident of Brunswick, Maryland. These parties, with intent to be legally bound, agree that:

SECTION 1: TERM

This Agreement shall remain in full force in effect from April 10, 2023 until June 30, 2026, unless terminated earlier by the Employer or Employee as provided in Section 9, 10 or 11 of this agreement. If the City Council does not take affirmative action to renew, terminate or extend the term of this Agreement and Employee is permitted to work after the original term of this Agreement, the Agreement shall be deemed to' become be a year-to-year contract pursuant to the same terms and conditions with the expiration date becoming June 30 of the subsequent year.

No later than April 1 of a term ending year, City Council shall provide written notice to Employee regarding its intent to renew or replace this Agreement. In the event the City Council does not elect to renew this Agreement or make a comparable succeeding Agreement, the parties' employment relationship and the City Manager's appointment as City Manager shall end at the expiration of the given term unless employment is otherwise earlier terminated.

Employer's timely notice to Employee not to renew the Agreement shall not trigger the severance provisions of Section 10 of the Agreement so long as Employer pays Employee's wages and benefits duly owed to Employee until the end of the contract term. If City Council does not provide timely written notice of its desire to let the Agreement expire, and the Agreement is subsequently cancelled, Employer shall pay Employee severance as detailed in Section 10. The purpose of this provision is to provide advanced notice to the Employee of the Employer's desire to allow the Agreement to naturally expire on the termination date.

SECTION 2: DUTIES AND AUTHORITY

Employer agrees to employ **Todd L. Wilt II** as City Manager to perform the functions and duties specified in the West Virginia Code, the Ranson City Charter and the attached Job Description, and to perform related and ancillary administrative and managerial responsibilities historically performed by the City Manager, and such additional duties as may be from time to time assigned by the Mayor and/or City Council as specified in the Ranson City Charter, Section 14. An employee's job description is attached and is considered part of this agreement.

SECTION 3: COMPENSATION

A. Base Salary: Employer agrees to pay Employee an annual base salary of $123,425.37 payable in regular, bi-weekly installments.

B. Employee shall be entitled to applicable cost of living increases after July 15, 2023, and for the duration of the contract thereafter, if City Council approves cost of living increases to all other employees. Upon the action of the Employer pertaining cost of living adjustments, this agreement shall be automatically amended, without further action of the Employer, to reflect the Cost-of-Living Increase to the Employee's Base Salary as defined in Section 3, Part A.

C. Consideration shall be given on an annual basis for a merit increase of the compensation amount as defined in Section 3, Part A, and/or as amended by Section 3, Part B, and will be based upon Employee's evaluation per Section 12.

D. Employer may reduce the base salary, compensation, or any other financial benefit of the Employee, so long as the reduction is applied in no greater percentage than the average reduction of all department heads currently working for the Employer at the time of the reduction. Reduction in force/laid off employees will not be factored into the calculation of "average" as applied to this section.

SECTION 4: HEALTH DISABILITY AND LIFE INSURANCE BENEFITS

A. The Employer agrees to provide and to pay the premiums for group health insurance and life insurance for the Employee and his/her dependents, equal to that which is provided to all other regular, full-time employees of the Employer.

B. Employer agrees, to provide and to pay the premiums for health, hospitalization, surgical, vision, dental, and comprehensive medical insurance for the Employee and his/**her** dependents equal to that which is provided to all other regular, full-time employees of the Employer.

C. The Employer agrees to enroll Employee and pay and provide the premiums for life, short/long term disability, and accidental death insurance coverage equal to that which is provided to all other regular, full-time employees of the Employer.

SECTION 5: VACATION, SICK, AND MILITARY LEAVE

A. Upon commencing employment under this Agreement, the Employee shall be immediately awarded Eighty hours (80) of vacation and forty hours (40) of sick time. Upon commencement of this Agreement, Employee shall accrue annual leave and sick leave

a rate of consistent with the Employer's vacation and leave policy.

B. In the event the Employee's employment is terminated, or otherwise ends, either voluntarily or involuntarily, the Employee shall be compensated for all accrued vacation time (maximum accrual of 240 Hours), and other legal benefits due pursuant to law and Employers personnel policy.

SECTION 6: AUTOMOBILE

The Employee's duties require the use of an automobile which is to be provided at the workplace to the Employee, at the Employer's cost. Unless extraordinary circumstance merits otherwise, the Employee shall not use the vehicle for commuting from home to work.

SECTION 7: RETIREMENT

The Employee shall be entitled to participate in the Employer's defined contribution retirement system during the term of this Agreement under the same terms and conditions as all other full-time employees of the Employer.

SECTION 8: GENERAL BUSINESS EXPENSES

A. Employer agrees to 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, and organizations necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the Employer.

B. Employer agrees to 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 ICMA Annual Conference, IMLA Annual Conference, the state league of municipalities, and such other national, regional, state, and local governmental groups and committees in which Employee serves as a member.

C. Employer agrees to budget and to pay for travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for the Employee's professional development and for the good of the Employer.

D. The employer recognizes that certain expenses of a non-personal but job-related nature may be incurred by the Employee and agrees to reimburse or to pay said general expenses. The finance director is authorized to disburse such money upon receipt of duly executed expense or petty cash vouchers, receipts, statements, or personal affidavits.

E. The Employer shall provide the Employee with adequate and functioning equipment and technology, including but not limited to a computer, software, and general standard office equipment necessary to perform the job.

F. The Employer agrees to provide the employee with a city cell phone.

SECTION 9: TERMINATION

For the purposes of this agreement, termination shall occur when:

A. The majority of the governing body votes to terminate the Employee at a duly authorized and notified public meeting.

B. If the Employer, citizens by legal vote, or State Legislature acts to amend any provisions of the charter or ordinances pertaining to the role, powers, duties, authority, **or** responsibilities of the Employee's position that substantially changes the form of government, including the addition of a residency requirement for the city manager, the Employee shall have the right to declare that such amendments constitute termination.

C. If the Employer reduces the base salary, compensation, or any other financial benefit of the Employee, unless it is applied in no greater percentage than the average reduction of all department heads, such action shall constitute a breach of this Agreement and will be regarded as a termination.

D. If the Employee resigns, in writing, following an express offer to accept resignation in lieu of termination, then the Employee may declare a termination as of the date of the resignation.

E. Employee's resignation from employment with the Employer due to a material breach of this Contract by the Employer. In order for a resignation due to material breach to be deemed a termination, prior to the resignation, the Employee must provide notice to the Employer setting forth, with reasonable detail the nature of the material breach of this Agreement within 30 days from the employee's knowledge of the occurrence of the breach. Employees' resignation for material breach shall only be effective if the Employer has not cured or remedied the material breach within 30 days after its receipt of Employee's written notice.

F. This Agreement may be terminated by the Employer upon Total Disability of the Employee. Total Disability means the Employee is unable to perform the duties set forth in this Agreement for a period exceeding 12 weeks in any 12-month period, because of physical or mental illness or loss of legal capacity.

SECTION 10: SEVERANCE

Severance shall be paid to the Employee when employment is terminated as defined in Section 9. If the Employee is terminated, the Employer shall provide a minimum severance payment equal to 6 Months of the Employee's

base salary, as defined in Section 3, at the time of termination. This severance shall be paid in a lump sum unless otherwise agreed to by the Employer and the Employee and shall not exceed one year of severance pay regardless of the time in service by employee. The Employee shall also be compensated for all accrued vacation time, in accordance with Section 5 and as reflected in the Employer's personnel policies. The Employer shall continue all employee elected benefits as defined in Section 4 for the duration of the severance period and further will contribute to the Employee's defined retirement account for the period of the severance on the value of this compensation calculated at the time of termination using the rate ordinarily contributed on regular compensation plus any additional payments as outlined in Section 7.

Employer shall not be obligated to make any severance payment as described in this Section if the Employee is terminated for corrupt or willful misconduct in office, willful malfeasance constituting grounds for removal from office due to an indictment of the grand jury, or conviction of an illegal act (excepting traffic or moving violations) amounting to an act of moral turpitude. In the event Employee is under investigation for any of the foregoing reasons, the Employer may withhold part or all of any severance payment until it is determined if charges will be filed, and if charges are filed, until final judgment is rendered; provided, however, that Employer may not withhold the severance payment, in whole or in part, beyond twelve (12) months of the initiation of an investigation and/or filing of charges, which shall last occur.

The severance rights provided in this section shall constitute the sole and only entitlement of the Employee under this Agreement in the event of a termination of the services of the Employee hereunder.

SECTION 11: RESIGNATION OR DEATH OF EMPLOYEE

In the event that, the Employee voluntarily resigns, not in accordance with Section 9, Part D, his/her position with the Employer, the Employee shall provide a minimum of 30 days' notice unless the parties agree otherwise. Upon voluntary resignation the Employee shall not be entitled to severance as specified in Section 10 unless otherwise agreed by the Employer and Employee.

This Agreement shall terminate automatically upon the death of the Employee.

SECTION 12: PERFORMANCE EVALUATION

Employer shall annually review the performance of the Employee during the month of March subject to a process, form, criteria, and format for the evaluation, which shall be mutually agreed upon by the Employer and Employee. Probation evaluation will be conducted in 90 days of employment. All other evaluations will be annually. The process at a minimum shall include the opportunity for both parties to: (1)prepare a written evaluation, (2) meet and discuss the evaluation, (3) present a written summary of the evaluation results, and (4) declare goals and objectives for the next evaluation period. The final written evaluation should be completed and delivered to the Employee within 30 days of the evaluation meeting.

SECTION 13: HOURS OF WORK

This is an executive leadership position of a 24-hour a day, 7-day a week enterprise. Accordingly, Employee must be available at all times to respond to the needs of the city and its Citizens and Employees, except when on vacation or personal leave. It is recognized that the Employee must occasionally devote time outside the normal office hours on business

for the Employer, and to that end Employee shall be allowed an appropriate but somewhat flexible daily work schedule. In any event, Employee will be present at the workplace no less than forty (40) hours per week, and at times convenient to serve the City and lead its Staff.

SECTION 14: OUTSIDE ACTIVITIES

The employment provided for by this Agreement shall be the Employee's sole full-time employment. Recognizing that certain outside consulting, teaching, community-based opportunities provide indirect benefits to the Employer and the community, the Employee may elect to accept limited teaching, consulting, or other business opportunities with the understanding that such arrangements shall not constitute interference with nor a conflict of interest with his/her responsibilities under this Agreement.

SECTION 15: INDEMNIFICATION

Beyond that required under Federal, State or Local Law, Employer shall defend, save 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 assigned duties or responsibilities, unless the act or omission involved was willful, wanton or intentional misconduct or is otherwise outside the scope of employment. 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 attorneys' 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 performance of duties. Any settlement of any claim must be made with prior approval of the Employer in order for indemnification as provided in this Section to be available. Employee recognizes that Employer shall have the right to compromise and will not unreasonably withhold consent to compromise any claims against Employee as a party. 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. Such expense payments shall continue beyond Employee's service to the Employer as long as litigation is pending.

SECTION 16: BONDING

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

SECTION 17: SUPERVISION, OTHER TERMS AND CONDITIONS OF EMPLOYMENT

When the City Council is lawfully convened, a majority of the quorum shall be the direct supervisor of the Employee and shall provide directives and direction to the Employee. When the Council is not convened, the Mayor shall provide general supervisory direction to the Employee as outlined in Ranson City Charter, Section 14 and Ranson Codified Code, Sections 2-1 & 2-6.

The Employer, only upon agreement with Employee, shall fix any such 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 or applicable law.

Except as otherwise provided in this Agreement, the Employee shall be entitled to the level of benefits that are granted to other appointed officials, appointed employees, department heads or general employees of the Employer as provided in the Charter, Municipal Code, Personnel Rules and Regulations or by practice.

SECTION 18: NOTICES

Notice pursuant to this Agreement shall be deemed effective upon depositing the notice in the custody of the United States Postal Service, first-class postage prepaid, addressed as follows:

(1) EMPLOYER:
City of Ranson
Attention: Mayor
312 S. Mildred Street
Ranson, WV 25438

(2) EMPLOYEE:
Todd L. Wilt II
1304 Hope Farm Court
Brunswick, MD 21716

Alternatively, notice required pursuant to this Agreement may be hand-delivered to the individual designated above or served in the same manner as is applicable to civil judicial practice.

SECTION 19: GENERAL PROVISIONS

A. **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 parties are merged into and rendered null and void by this Agreement. The parties 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.

B. **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.

C. **Effective Date**. This Agreement shall become effective upon execution by both parties and certification by the Ranson City Clerk.

D. **Severability**. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. If 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

E. both parties subsequent to the expungement or judicial modification of the invalid provision.

F. **Effect of Waiver**. The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party shall not be

deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all of any other times.

G. This Agreement shall be governed by and construed in accordance with the laws of the State of West Virginia, in full force and effect as of the date of execution.

H. Employer and Employee represent and warrant to each other that each has received, to the extent desired, legal advice from independent and separate legal counsel with respect to the legal effect of this Agreement, and Employer and Employee further represent and warrant that each has carefully reviewed this entire Agreement and that every term thereof is understood and that the terms of this Agreement are contractual and not a mere recital. This Agreement shall not be construed against the party or its representatives who drafted it, or who drafted any portion thereof.

I. IN WITNESS THEREOF, the CITY OF RANSON has caused this Agreement to be signed and executed on its behalf by its Mayor, and duly attested by its officers thereunto duly authorized, and EMPLOYEE, Todd L. Wilt II has signed and executed this Agreement, both in duplicate.

EMPLOYER, CITY OF RANSON

Kenneth E. Smith PRO TEM

Keith D. Pierson, Mayor

3-27-2023

Date

EMPLOYEE, TODD L. WILT, II

Todd Wilt

TODD L. WILT, II

3-24-23

Date

ATTEST:

CITY CLERK

3.24.23

Date: