

BILL NO. 2024-050

ORDINANCE NO. 8672

**AN EMERGENCY ORDINANCE OF THE CITY OF NEVADA, MISSOURI,
AUTHORIZING EXECUTION OF AN EMPLOYMENT CONTRACT WITH GARY LEE
EDWARDS FOR SERVICES AS CITY MANAGER FOR THE CITY OF NEVADA,
MISSOURI**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NEVADA, MISSOURI
THAT:**

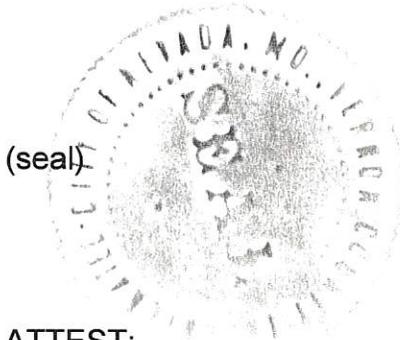
Section 1. The employment of Gary Lee Edwards, as City Manager, to commence duties on or before November 18, 2024, pursuant to the terms of the agreement attached hereto as Exhibit A and incorporated herein by reference is hereby authorized and approved.

Section 2. The Mayor and City Clerk are hereby authorized and directed to execute said agreement and to affix the municipal seal thereto and attest the same.

Section 3. This ordinance shall be in full force and effect from and after its passage and adoption.

Section 4: This ordinance is declared to be an emergency ordinance to accommodate the need to coordinate continuity of management efforts and supervision of Department Heads and the entire City Staff, and to attend to fiscal familiarization and anticipated responsibilities with the current Interim City Manager who will be promptly retiring to return to his family and residence out of state.

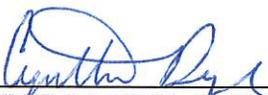
PASSED, APPROVED AND ADOPTED by the City Council of the City of Nevada, Missouri, this 15th day of October, 2024.





GEORGE C. KNOX, MAYOR

ATTEST:



CYNTHIA DYE, CITY CLERK

"EXHIBIT A"

**EMPLOYMENT CONTRACT
BETWEEN
THE CITY OF NEVADA, MISSOURI**

AND

Gary Lee Edwards

This contract, is made and entered into this 15th day of October, 2024, by and between the City of Nevada, Missouri, a Missouri Municipal Corporation, 110 S. Ash, Nevada, Missouri, (hereinafter the City) and Gary Lee Edwards, currently of Aransas Pass, San Patricio County, Texas, to conclude the employment of Mr. Edwards as City Manager for the City of Nevada, Missouri:

Witnesseth:

It is mutually agreed - the terms of the employment are as follows:

Position: Mr. Edwards will occupy the office of City Manager as described in Article IV of the Home Rule Charter of the City.

Duties and Powers: The City Manager of Nevada, Missouri, must discharge the responsibilities outlined in Section 4.3 of the Home Rule Charter of the City and the obligations assigned by the City Council and the ordinances of the City including Article xv of its Administrative Code.

Employment Site: 110 South Ash, Nevada, Missouri

Term: The term of this agreement shall be at will under Missouri law. The employment may be terminated as provided in Section 4.2 of the Home Rule Charter of the City and the ordinances of the city.

Compensation: The gross bi-weekly salary (26 pay periods per year) of Mr. Edwards will initially be the sum of \$5,192.00 per bi-weekly pay period.

Review of Performance: Mr. Edwards is being employed by reason of a history of and reputation for excellence in municipal government and city management. Performance will be reviewed annually on or about the first meeting of the council in October of each year.

Reimbursement of Expenses of Profession Memberships incurred to maintain public communication and contact. The city will reimburse the reasonable Professional membership expenses of civic organizations incurred by the City Manager to maintain public communication and contact and professional competence. Professional Associations will permissibly include the International City/County Management Association (ICMA), the Missouri Municipal League (MML), and the Missouri City Management Association (MCMA).

The city will pay the expenses of attending conferences and meetings of those associations as appropriate.

Review and Modification of Compensation. Promptly after the annual review of performance, and before October 31, of each year, an adjustment in salary will be considered based on cost of living change, satisfactory and meritorious performance, availability of funds, the degree of challenge confronting the city in the oncoming year, and any other relevant factors. If an increase is warranted it shall be effective from and after October 31, when the review is to be completed or as otherwise mutually agreed.

Benefits: The City of Nevada will make Health and Dental Insurance coverage and all other employee benefits including sick leave, vacation, retirement, holidays and other benefits available to other city employees, available to him as City Manager. There will be no requirement that he enroll in any specific coverage should he chose not to do so unless the plan demands enrollment of all eligible employees.

Office and Assistance. The city will provide for City Manager use the office and staff of the city manager and a laptop computer suitable for the City Manager Responsibilities as well as office supplies and customary other office equipment.

Working Hours: Mr. Edwards will work all hours necessary to perform the duties specified in the City Charter as required to manage the affairs of the City, communication with the city council and its boards and commissions and employees subject to council authority in discharge of duty – activities for which the city council has direct responsibility. It is recognized that the city hospital, city nursing home and city library are subject to governing by their own boards and will not be responsibilities of the City Manager. Hours are flexible, however Mr. Edwards is expected to devote full time to the office as well as city council meetings and events.

Availability for Service – Residence – Resettlement expense: The city home rule municipal charter, Section 4.7 provides its city manager, with consent of the counsel may live outside the city limits with consent of the counsel. If Mr. Edwards and his wife desire to acquire possession of a 'hobby farm' close to the city and by this agreement the city will consent. The city agrees to reimburse to them the cost of commercial air transportation expense to and from Nevada from a commercial airport near their present residence to a commercial airport in reasonable proximity to the city of Nevada, on two occasions to accommodate the search and acquisition of appropriate living accommodations to effect resettlement.

Cell Phone Allowance: Mr. Edwards will be paid a monthly allowance of \$60 to be applied to his cell telephone charges. He will provide a cell telephone of his own choosing to facilitate connectivity and communication essential to job functions at all times.

Monthly Vehicle Allowance: The City Manager's duties require exclusive and unrestricted use of an automobile. The City of Nevada agrees to pay to Mr. Edwards, during the term of this Agreement and in addition to other salary and benefits herein provided, a vehicle allowance in the sum of five hundred and fifty dollars (\$550.00) per month beginning this date to be used to defray the costs own or lease (privately) and operate and maintain a vehicle of his choice. Mr.

Edwards shall be responsible for paying for liability, property damage, and comprehensive insurance coverage upon such vehicle and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle.

Leave with Pay: Holidays per section 25-4.102 of the Municipal Code of the City of Nevada; 72 hours of sick leave; and 80 hours of vacation time per year. Unused vacation and sick time shall be, if applicable, compensated per section 25-4 of the Municipal Code upon termination of this agreement. Mr. Edwards is provided with 15 days of vacation and 14 days of sick time allowance from and after the beginning of his employment.

Start Date: Mr. Edwards will be on duty beginning Monday, November 18, 2024.

Performance and Behavior. Mr. Edwards agrees to abide by the City Charter and Municipal Code of the City of Nevada, as they pertain to the duties and behavior of its City Manager and to faithfully demean himself in office.

Indemnification: The City of Nevada is authorized by the agreement and the approving legislation of the city to defend, save harmless, and indemnify Mr. Edwards against any tort, professional liability claim, or demand or legal action, whether groundless or otherwise arising out of an alleged act or omission occurring in the scope of Mr. Edwards's employment as City Manager so long as the act is not willful or wanton. The City will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

Resignation -- Notice -- Assistance in Seeking a Replacement: In the event that the Mr. Edwards voluntarily resigns his position with the City, Mr. Edwards shall provide a minimum of 60 days advance notice unless the parties otherwise agree. Mr. Edwards agrees to assist in locating and evaluating a qualified replacement for his position as may be requested by the Mayor and council.

Severance - pay: If Mr. Edwards is terminated by the city without cause, or resigns at the request of the council for the convenience of the city or council, the City of Nevada shall provide a minimum severance payment equal to four (4) month's salary at his then current rate of pay. This severance shall be paid in a lump sum unless otherwise mutually agreed. If Mr. Edwards is terminated for cause or by reason of a conviction of a felony, the City is not obligated to pay severance or extend benefits whatsoever. The parties recognize that employment at will in Missouri permits and employee, within the legal rules applicable to government employment, to quit at any time for a good reason, for a bad reason or for no reason at all and also permits the employer to discharge the employee at any time for a good reason, for a bad reason, or for no reason at all and that both contracting parties reserve said rights.

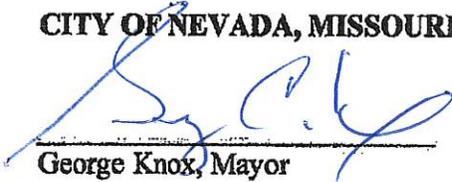
Moving Expenses: The City Treasurer is authorized and directed to determine Mr. Edwards reasonable moving expenses actually incurred and to reimburse not to exceed \$4,000 of said expenses.

Tail Benefit Coverage: For a minimum period of four (4) month's following termination without cause or for the convenience of the city, the City of Nevada shall provide the cost to continue the following benefits:

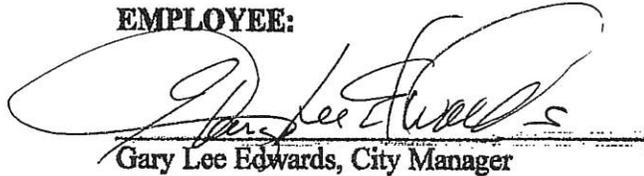
1. Health insurance for Mr. Edwards and all dependents as provided in this agreement
2. Any other standard benefits available to employees of the City of Nevada

IN WITNESS WHEREOF, this agreement is executed this day and year first above written.

CITY OF NEVADA, MISSOURI:


George Knox, Mayor

EMPLOYEE:


Gary Lee Edwards, City Manager

(seal)

ATTEST:


Cindy Dye, City Clerk

