

BILL NO. 2019-044

ORDINANCE NO. 8289

A SPECIAL ORDINANCE OF THE CITY OF NEVADA, MISSOURI, ACCEPTING AND APPROVING A RESIGNATION AND CONTRACT CONCLUSION AGREEMENT.

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

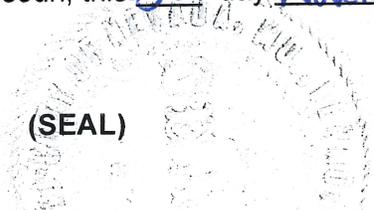
Section 1. The resignation and contract conclusion agreement tendered by City Manager JD Kehrman is approved as an obligation of the City of Nevada, Missouri, and the conditional signature of the Mayor and City Clerk are ratified and fully approved and rendered in full force and effect.

Section 2. The City Administration is authorized and directed to do all things reasonably necessary to fully effect the same.

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

Section 4. This ordinance is an emergency ordinance because it is essential at this time, that the city's administration not be hampered by difficulties, complexities, and prolonged uncertainties associated with a change in the administration at a time when the obligations imposed upon the office of city manager, such as the completion of the annual budget and others, are pressing, are essential to municipal function, and must be concluded with all reasonable dispatch.

PASSED, APPROVED, and ADOPTED by the City Council of the City of Nevada, Missouri, this 5th day of November of, 2019.



(SEAL)

CITY OF NEVADA, MISSOURI

By: George Knox
George Knox, Mayor

Attest:

Johnna Williams
Johnna Williams, City Clerk

CERTIFICATION

I, the undersigned Clerk of the City of Nevada, Missouri, hereby certify that the above and foregoing Ordinance is a true and correct copy of the Ordinance adopted by the City Council of the City of Nevada, Missouri, as the same appears of record in my office and that the same has not been amended or repealed as of the ___ day of _____, 2019.

(SEAL)

Johnna Williams
Johnna Williams, City Clerk

**RESIGNATION
AND
CONTRACT CONCLUSION AGREEMENT**

Drafted 11-05-19

This Resignation and Contract Conclusion Agreement is made by and between the City of Nevada, Missouri, ('city') and JD Kehrman, ("City Manager").

WHEREAS, for family and compassionate reasons Mr. Kehrman wishes to relocate and,

WHEREAS, the city requires local residence by city manager for the convenience of both the city and the city manager, and;

WHEREAS, the parties wish to conclude a change over with reasonable dispatch preserving responsible and essential governmental responsibilities, and;

WHEREAS, in the interest of both the city and the city manager, the parties wish to conclude the contractual relationship, subject to the terms herein expressed, with a complete, full and final resolution of any and all contractual or common law obligations between the parties and,

NOW THEREFORE, for and in consideration of the mutual promises herein set forth, the adequacy of which is acknowledged, it is mutually agreed as follows:

1. Subject to the terms and conditions herein expressed, Mr. Kehrman will immediately resign his position as City Manager effective on December 31, 2019. His last day of employment will be December 31, 2019, ending at 5:00 o'clock P.M.

2. City Manager will be paid any benefits and entitlements earned by him up to but not after December 31, 2019. In lieu of other compensation and benefits of any type which might be claimed under the employment agreement after December 31, 2019, the City Manager will be paid contract conclusion compensation of 180 days salary (\$60,502). The termination compensation less applicable payroll taxes and insurance will be paid in lump sum during January 2020, on or before January____, 2020. He will also be paid his unused vacation time of 176 hours less any vacation time he elects to use before December 31, 2019. The full 176 hours of vacation time would amount to \$10,238.80. This payment will be subject to routine withholding.

3. The city shall also pay a portion of COBRA insurance coverage for health, dental and vision, on behalf of City Manager, for the period beginning January 1, 2020, and ending June 30, 2020. The city shall withhold \$3,567.60 from the contract compensation for the City Manager portion of COBRA coverage. The city portion of coverage is \$5,081.16. Payment shall be made monthly. In the event City Manager discontinues coverage before June 30, 2020, the remaining withheld portion shall be refunded to City Manager less tax and the city shall not be liable for any other coverage or further contribution. No compensation, consideration or payment other than that described in paragraph 2 and 3 will be paid. Restated, after December 31, 2019, compensation not to be paid includes but is not limited to - pension benefits, any

contribution to a 457 plan (other than for normal 2019 compensation), vehicle allowance, vacation time or any other standard benefits available to employees of Nevada and any other tail benefits.

4. The parties mutually release each other from all obligations, claims, complaints or causes of action, known and unknown whether statutory or common law, or in equity which either might claim against the other, including any claims under the age discrimination and employment act, Title VII of the Civil Rights Acts of 1964, the Civil Rights Act of 1991, the Americans with Disabilities Act, the Employee Retirement Income Security Act, the Fair Labor Standards Act, the Family and Medical Leave Act, the Missouri Human Rights Act, any Missouri general laws, 42 U.S.C. §1983, 42 U.S.C. §1981, and any other federal, state, or local common law, including any and all claims in tort or contract, and mutually release and acknowledge full satisfaction of all such claims either might advance against the other, it being mutually understood that both parties deny liability to each other whatsoever and acknowledge that this settlement is made to the end that the expenses and uncertainties of litigation might be avoided. This agreement may be pleaded by either party as a full and total defense to any action either might file against the other arising out of the entire relationship between the parties.

5. City Manager acknowledges that he has carefully read and fully understands all of the provisions of this Resignation and Contract Conclusion Agreement, and that he is freely, knowingly and voluntarily agreeing to those provisions. City Manager further acknowledges that he has been advised to consult with an attorney before executing this release and has had ample opportunity to do so. City Manager acknowledges that under the contract with the city he might lawfully claim continued employment and benefits, and more compensation than that accorded by this Contract Conclusion Agreement.

6. City Manager understands and acknowledges that he has had a period of twenty-five days (25) to consider this agreement. If not executed by the City Manager earlier, the offer made in this agreement expires on December 15, 2019. City Manager understands that he has seven (7) days following the execution of this Agreement and Release in which to revoke it, and the agreement shall not become effective or enforceable until the revocation period has expired. Revocation must be clear and delivered in writing to Mayor George Knox, City Hall, Nevada, Missouri, 64772, prior to the expiration of the seven (7) day period.

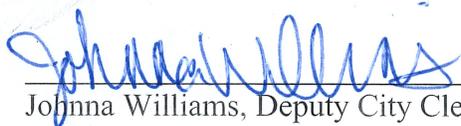
7. This settlement is subject to approval of the city council of the City of Nevada, Missouri. To minimize difficulties, complexities, and uncertainties, the Mayor will call a special session of the City Council to address contract approval. Under Section 3.11 of the Home Rule Charter of the City of Nevada, Missouri, to minimize difficulties, complexities, and uncertainties, the issue will be designated for treatment as an emergency ordinance, which will require not less than 4/5th of the council. In the event the settlement is not approved by the City Council, this agreement and resignation submitted here with shall be null and void and of no further force and effect.

8. This document is the entire agreement between the parties, and is binding on the parties, their heirs, successors and assigns.

IN WITNESS WHEREOF, the parties have executed this agreement this 5th day of November, 2019.



(SEAL)
Attest:

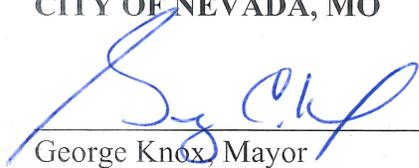

Johnna Williams, Deputy City Clerk

CITY MANAGER:



JD Kernman

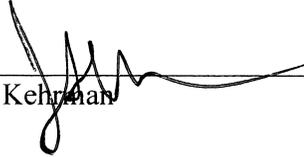
CITY OF NEVADA, MO



George Knox, Mayor
(Executing the agreement, subject to counsel approval as recited above)

Resignation

Pursuant to the resignation and settlement agreement between the parties dated the day of October, 2019, which is subject to counsel approval, for family and compassionate reasons, and with gratitude for a long term, productive and cordial relationship, I tender my resignation as City Manager effective December 31, 2019 and subject to the terms and conditions contained in the contract conclusion agreement between myself and the city dated November 5, 2019.



JD Kehring