

BILL NO. 2017-045

ORDINANCE NO. 8175

A SPECIAL ORDINANCE OF THE CITY OF NEVADA, MISSOURI AUTHORIZING A NEW EMPLOYMENT CONTRACT WITH JOHN (JD) KEHRMAN AND EXTENDING THE PERIOD OF THE AGREEMENT.

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

Whereas, the City Council of the City of Nevada wishes to recognize outstanding professional services of City Manager J.D. Kehrman and further wishes to encourage Mr. Kehrman to continue his employment with the city for an extended period,

Now therefore:

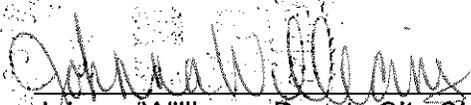
Section 1. The agreement attached hereto as Exhibit "A" and incorporated herein by reference is approved as a new contractual obligation between the parties to replace and supersede all prior understandings.

Section 2. The Mayor and City Clerk are hereby authorized and directed to execute said agreement on behalf of the City of Nevada, Missouri, 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.

PASSED, APPROVED and ADOPTED by the City Council of the City of Nevada, Missouri, this 19th day of September, 2017.

(seal)
ATTEST:


Johnna Williams, Deputy City Clerk


Brian L. Leonard, Mayor

“EXHIBIT A”

NEW EMPLOYMENT CONTRACT

BETWEEN

THE CITY OF NEVADA, MISSOURI

AND

JOHN DAVID (JD) KEHRMAN

This agreement, is made and entered into as of the 19th day of September 2017, to be effective from September 19th, 2017 through September 19th, 2022, by and between the City of Nevada, Missouri, a Missouri Municipal Corporation, 110 S. Ash, Nevada, Missouri, (hereinafter the City) and John David (JD) Kehrman (hereinafter Mr. Kehrman) to replace and supersede all prior understandings between the parties:

Now therefore, it is mutually agreed:

Position: City Manager

Employment Site: 110 South Ash, Nevada, Missouri

Term: The term of this agreement shall be for an initial period of 5 years from September 19th, 2017 to September 19th, 2022.

Automatic Renewals: This Agreement shall automatically be renewed on its anniversary date (September 19th, annually) for an additional 3 year term unless notice that the Agreement shall terminate is given at least 12 months before the expiration date. In the event the agreement is not renewed, all compensation, benefits and requirements of the Agreement shall remain in effect until the expiration of the term of the Agreement unless Employee voluntarily resigns.

Compensation: The gross bi-weekly salary (26 pay periods per year) of Mr. Kehrman under this agreement will initially be the sum of \$4,654.

Review and Modification of Compensation. Beginning on September 19th, 2017, of each year the performance of Mr. Kehrman will be evaluated by the City Council and an adjustment in salary will be considered based on satisfactory and meritorious performance and funds available and all other relevant factors. If an increase is warranted it shall be effective from and after September 5th when the review is commenced.

Benefits: The City of Nevada will make Health and Dental Insurance coverage available to the City Manager. There will be no requirements made upon him to enroll in this coverage.

Working Hours: Mr. Kehrman shall work all hours necessary to perform the duties specified in the City Charter as required to manage the affairs of the City. Hours are flexible, however Mr. Kehrman is expected to devote full time to the office.

Cell Phone Allowance: Mr. Kehrman will be paid a monthly allowance to total seventy-five dollars (\$75.00) to reimburse for cell phone with data plan as needed 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. Kehrman, 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 dollars (\$500.00) per month beginning March 1, 2012, to be used to purchase, lease, or own, operate and maintain a vehicle. Mr. Kehrman 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. The City of Nevada shall reimburse Mr. Kehrman at the IRS standard mileage rate for any business use of the vehicle beyond the corporate limits of the City of Nevada.

Leave with Full 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.

Duties and Behavior. Mr. Kehrman agrees to abide by the City Charter and Municipal Code of the City of Nevada, as they pertain to the duties and behavior of the City Manager.

Indemnification: The City of Nevada is authorized by the agreement and the approving legislation of the city to defend, save harmless, and indemnify Mr. Kehrman 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. Kehrman'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: In the event that the Mr. Kehrman voluntarily resigns his position with the City, Mr. Kehrman shall provide a minimum of 60 days notice unless the parties agree otherwise. Mr. Kehrman agrees to assist in locating and evaluating a qualified replacement for his position as may be requested by the Mayor and council.

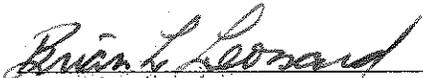
Termination: If Mr. Kehrman is terminated by the city, the City of Nevada shall provide a minimum severance payment equal to **six (6) month's** salary at the current rate of pay. This severance shall be paid in a lump sum unless otherwise agreed to by the City of Nevada and Mr. Kehrman. If Mr. Kehrman is terminated for cause or by reason of a conviction of a felony, the City is not obligated to pay severance under this section.

Pension Benefit authorized by 26 U.S.C. 457: The City of Nevada will make an annual contribution to a 457 deferred compensation plan equal to 2% of Mr. Kehrman's gross annual compensation as established at the annual review for compensation modification.

Tail Benefit Coverage: For a minimum period of **six (6) month's** following termination made by the city, the City of Nevada shall provide the cost to continue the following benefits:

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

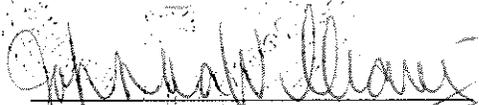
CITY OF NEVADA, MISSOURI:



Brian L. Leonard, Mayor

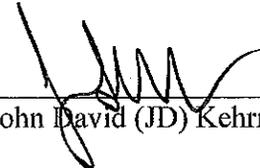
(seal)

ATTEST:



Johnna Williams, Deputy City Clerk

EMPLOYEE:



John David (JD) Kehrman, Employee

9/19/17

Date