

AGENDA ITEM

July 7, 2020

Subject: Employment of Mark A Mitchell

Department: Administration

An Employment agreement between Mark Mitchell and the City of Nevada.

A SPECIAL ORDINANCE OF THE CITY OF NEVADA, MISSOURI AUTHORIZING AN EMPLOYMENT CONTRACT WITH MARK A. MITCHELL.

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

WHEREAS, it is the desire of the City Council of the City of Nevada (hereinafter the "City Council") to employ Mark A. Mitchell to serve in the position of City Manager, which position is prescribed by the Charter of the City of Nevada, Missouri and;

WHEREAS, The Charter of the City of Nevada define the powers and duties of the City Manager and;

WHEREAS, Mark A. Mitchell desires to perform and assume responsibility for the provision of City Manager services to the CITY and;

WHEREAS, the City Council wish to establish the terms and conditions of Mark A. Mitchell's employment as City Manager.

Section 1 This Agreement attached hereto as Exhibit "A" and incorporated herein by reference is approved as an obligation of the City of Nevada, Missouri.

Section 2. The Mayor and City Clerk are hereby authorized and directed to execute the same and affix the corporate seal.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Nevada, Missouri, this 21st day of July, 2020.

George Knox, Mayor

(seal)
ATTEST:

Johnna Williams, Deputy City Clerk

EMPLOYMENT CONTRACT BETWEEN

THE CITY OF NEVADA, MISSOURI

AND

MARK A. MITCHELL

This agreement, is made and entered into as of the 21st day of July 2020, between the City of Nevada, Missouri, a Missouri Municipal Corporation, 110 S. Ash, Nevada, Missouri, (hereinafter City) and Mark A. Mitchell (hereinafter Mr. Mitchell} enter into an employment contract, at which time Mr. Mitchell will accept the position of City Manager for the City of Nevada, Missouri. City and Mr. Mitchell hereby agree to the following employment terms:

1. EMPLOYMENT AND DUTIES

- 1.1. Duties. The City Council hereby appoints and employs Mr. Mitchell as City Manager for the CITY to perform the functions and duties of that position, as described in Article IV of the Charter of the City of Nevada, Nevada Municipal Code Chapter 2, Article XV and such other legally permissible and proper duties and functions as the City Council shall, from time to time, direct or assign. Mr. Mitchell agrees to perform all such functions and duties to the best of his ability and in an efficient, competent, and ethical manner.
- 1.2. Working Hours. Mr. Mitchell 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.
- 1.3. Employment Status. Upon appointment to the City Manager position, Mr. Mitchell shall serve at the will and pleasure of the City Council and understands that by accepting the City Manager appointment, Mr. Mitchell shall be an "at-will" employee.

2. TERM AND COMPENSATION

- 2.1. Compensation. \$2500.00 will be the gross bi-weekly salary of Mr. Mitchell until December 31, 2020. In December of each year the performance of Mr. Mitchell will be evaluated by the City Council and an adjustment in salary will be considered based on satisfactory and meritorious performance and funds available. If an increase in salary is warranted it shall be effective on the first day of January next succeeding the performance evaluation.
- 2.2. Cost of living. If a general "cost of living" increase is granted to the general employees of the City, Mr. Mitchell shall receive any such increase at the same

percentage as all other employees. This increase shall be in addition to any merit increase that might be given.

3. BENEFITS

- 3.1. Insurance.** The City of Nevada will make Health Dental and Life Insurance coverage available to the City Manager.
- 3.2. Fringe benefits.** Holidays, sick leave, vacation per Chapter 25, Article IV of the Municipal Code of the City of Nevada are to be observed uninterrupted; Unused vacation and sick time shall be if applicable compensated per the Municipal Code upon termination of this agreement.
- 3.3. Transportation.** The CITY shall provide an automobile for Mr. Mitchell for unlimited use for transportation to and from place of residence to work in Nevada, for City business and related travel, and all other purposes, whether business or otherwise. CITY shall also provide for gasoline, insurance, and maintenance of said vehicle. Mr. Mitchell shall not allow non-employees, including family members, to use the automobile.
- 3.4. Business equipment.** The CITY will provide to Mr. Mitchell any job related personal tools or equipment, such as a computer, cell phone, internet etc., that serve the professional development of Mr. Mitchell and/or is needed to perform required functions and duties. Upon termination, for any reason, Mr. Mitchell shall return all business equipment to CITY no later than the last day of employment.
- 3.5. Education.** The City agrees to pay, if funds are available, for travel and subsistence expenses of Mr. Mitchell for short courses, institutes, and seminars that are necessary for professional development and for the good of the CITY. The City agrees to pay, if funds are available, for professional dues and subscriptions of reasonably related to the professional growth, development, education and training of Mr. Mitchell

4. OTHER CONDITIONS OF EMPLOYMENT

- 4.1. Indemnification.** Employer shall defend, save harmless, and indemnify employee 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 employee's employment as City Manager so long as the act is not willful or wanton. Employer will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

5. TERMINATION

5.1. Per the Charter, Article IV, Section 4.2. This contract can be terminated by either party, with or without cause, for a good reason, for a bad reason, or no reason at all, by giving 60 days written notice.

CITY OF NEVADA, MISSOURI

EMPLOYEE

George Knox, Mayor

Mark A. Mitchell, Employee

(seal)

Date

ATTEST:

Johnna Williams, Deputy City Clerk