

EMPLOYMENT AGREEMENT

THIS AGREEMENT is entered into on this 13th day of February, 2023, by and between the City of Shawnee, a Kansas municipal corporation, hereinafter referred to as "City" and Douglas Eugene Gerber, hereinafter referred to as "Manager."

WITNESETH:

WHEREAS, City desires to employ the services of Doug Gerber as City Manager of Shawnee, Johnson County, Kansas; and

WHEREAS, Charter Ordinance 45 of the City and KSA 12-1040 provide the administration of the City's business shall be in the hands of the Manager, who shall be appointed by the Governing Body and shall hold office at the pleasure of the Governing Body.

WHEREAS, it is the desire of the City to provide certain benefits, establish certain working conditions of employment, and set expected performance standards for Manager to achieve full work productivity as well as ensure the Manager's morale and peace of mind with respect to future security and provide for an orderly means for terminating the Manager's services at such times as he may be unable to fully discharge his duties or when the City may otherwise desire to terminate his employment; and

WHEREAS, the Manager desires to accept employment as City Manager for Shawnee, Johnson County, Kansas, subject to all the terms and conditions of this Employment Agreement.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties agree as follows:

1. DUTIES

The City hereby agrees to employ Doug Gerber as City Manager for Shawnee, Kansas, to perform the duties and functions as specified and defined in Kansas State Law, Charter Ordinances of the City, and the Shawnee Municipal Code, presently in effect at the time of this Agreement, or as may be amended or supplemented during the term of this Agreement, and incorporated herein by reference, and to perform other legally permissible and proper duties and functions as the Governing Body shall from time to time assign.

2. TERM

- a. This Agreement shall remain in full force in effect from March 27, 2023, until terminated by the City or the Manager as provided in Section Twelve of this Agreement.

- b. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Governing Body to terminate the services of the Manager at any time, for any reason or no reason, subject only to the provisions set forth in Section Twelve of this Agreement.
- c. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Manager to resign at any time from this position with the City subject to the provisions set forth in Section Twelve of this Agreement.

3. SALARY

City agrees to pay Manager for his services rendered pursuant to this Agreement an Annual Base Salary of One Hundred and Ninety Thousand and No/100 Dollars (\$190,000) effective March 27, 2023, annualized and payable in installments at the same time as other employees are paid.

Annually, the Governing Body shall consider authorizing a three percent (3%) salary increase for the Manager based upon his performance., Such authorization shall be decided during an Executive Session conducted during the first regularly scheduled February City Council meeting of every year. If authorized, the increase will go into effect at the same time other city employees receive their annual merit increases. If for budgetary reasons city employees do not receive merit increases, Manager will also not be eligible for such an increase.

4. PERFORMANCE EVALUATION

The Governing Body of the City shall review and consultat with the Manager on his performance as it determines necessary to ensure he receives adequate communication and direction related to such performance of the Manager; provided, however that guidance from the Governing Body related to the Manager's performance, whether by evaluation, opinion, or discussion, shall not be shared with or presented to Manager in a public forum.

5. AUTOMOBILE

- a. The Manager's duties require that he have access to an automobile and the City shall pay the Manager, as additional compensation, a car allowance of Six Thousand and No/100 Dollars (\$6,000) per year paid in bi-weekly installments on each of the regularly scheduled payroll dates. Annually, the Governing Body shall consider an increase in the Manager's automobile allowance. Any changes in the amount of the Manager's automobile allowance, from this time forward, will be reflected in an addendum to this Agreement.
- b. Manager shall maintain a valid Kansas driver's license. Manager shall be required to pay all insurance, operation, maintenance, repair, etc., on said automobile.

6. BENEFITS, LEAVE, EQUIPMENT AND REIMBURSEMENTS

- a. The Manager is eligible for all benefits the City offers its full-time employees and the Manager's contribution amounts shall be the same as all other full-time employees of the City.
- b. The City agrees to begin the Manager's vacation balance at 120 hours and sick balance at 40 hours.
- c. The Manager will be eligible for all paid leave and accrual rates provided to all full-time employees, in accordance with regular policies and practices of the City.
- d. The City will provide a cell phone allowance of \$806.00 (\$31 x 26 pay periods), and all equipment necessary for the Manager to effectively perform the duties and responsibilities of the position. Such equipment may include, but is not limited to, computer, iPad, facsimile machine, etc.
- e. The City will provide for discretionary business expenses related to the City's business that may be incurred by the Manager, but that are not directly reimbursed by the City, including but not limited to meal and event expenses for gatherings with individual Council members, staff members, business contacts and/or individuals with whom the City has a relationship. Reimbursement or payment is subject to annual budget constraints as well as state and City ethics and purchasing policies. The Governing Body shall receive a copy of the Manager's monthly expense report.

7. DEFERRED COMPENSATION CONTRIBUTION

Commencing March 27, 2023, the City agrees to contribute four percent (4%) of the Manager's salary to the City's Deferred Compensation Plan on the Managers' behalf, payable in equal installments on each of the regularly scheduled payroll dates.

8. HOURS OF WORK

It is recognized that the Manager must devote a great deal of time outside of normal office hours toward the business of the City. The Manager shall, therefore, be allowed to establish an appropriate work schedule and take reasonable time off as he shall deem appropriate during normal office hours.

9. OUTSIDE ACTIVITIES

The employment provided for by this Agreement shall be the Manager's sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the City and the community, the Manager may elect to accept limited teaching, consulting, or other business opportunities, provided the Manager shall not participate in any activity or arrangement that would constitute a conflict of interest.

The Manager shall not spend more than an average of ten (10) hours per month in teaching, consulting, or other non-City related business (with the exception of businesses owned by members of his family, provided it does not interfere with City related business) without the prior approval of the Governing Body.

10. PROFESSIONAL DEVELOPMENT

- a. The City agrees to budget and pay for registration fees, travel, and associated expenses in accordance with City policy, for Manager to attend professional and official travel, meetings, and occasions as deemed appropriate by the Manager to continue his professional development, including but not limited to the annual conference of the International City Management Association (ICMA), the Kansas League of Municipalities (LKM), and other national, regional, state or local groups or committees.
- b. The City also agrees to budget and pay for travel and subsistence expenses of Manager for short courses, institutes, and seminars for the Manager's professional development and for the benefit of the City.
- c. The City agrees to pay dues and membership fees for the Manager to participate in professional organizations that are of benefit to the City and further the professional development of the Manager, including, but not limited to ICMA, Kansas Association of City Managers (KACM), American Society of Public Administrators (ASPA).

11. RESIDENCY

The Manager agrees to establish residence within the city limits of the City of Shawnee within the first 12 months of employment. The City agrees to pay up to \$10,000 for relocation expenses to establish residency. Manager agrees to submit three (3) bids for the City to choose from for such relocation assistance. The Manager agrees to maintain such residency for the duration of his employment with the City.

12. TERMINATION, RESIGNATION AND SEVERANCE PAY

- a. In the event the Manager is terminated by the Governing Body during such time that the Manager is willing and able to perform his duties as City Manager, the City agrees to pay the Manager Severance Pay consisting of a lump sum cash payment equal to six months of the Manager's annual base salary. All benefits, including accrued sick and vacation leave payouts, shall be handled pursuant to normal practices and policies applicable to full time employees. However, in the event the Manager is terminated for cause, or because of his conviction of a felony crime or any crime involving moral turpitude, which includes personal, the City shall have no obligation to pay Severance Pay.

- b. In the event the Manager voluntarily resigns his position with the City, then the Manager shall give the Governing Body sixty (60) calendar days' advance notice, unless the parties otherwise agree in writing. No Severance Pay will be given in the event of a resignation.

13. NOTICE PROVISION

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

- a. **CITY:** Shawnee City Hall, c/o City Attorney, 11110 Johnson Drive, Shawnee, Kansas 66203
- b. **Manager:** Doug Gerber, 11110 Johnson Drive, Shawnee, Kansas 66203

14. GENERAL PROVISIONS

The text herein shall constitute the entire Agreement between the parties. No waiver by the City or the Manager of any breach of this Agreement shall be construed to be a waiver of any other or subsequent breach.

The provisions of this Agreement shall be subject at all times to the provisions of the Kansas Cash Basis Act.

15. CHOICE OF LAW

This Agreement is to be construed and enforced in accordance with the laws of the State of Kansas.

16. MODIFICATION

This Agreement cannot be modified or changed by any verbal statement, promise or agreement and no modification, change nor amendment shall be binding on the parties unless it shall have been agreed to in writing.

17. SEVERABILITY

The parties agree that should any provision of this Agreement be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void but the remaining provisions of this Agreement shall be unaffected thereby and shall continue to be valid and enforceable.

18. EMPLOYMENT CONTINGENCY

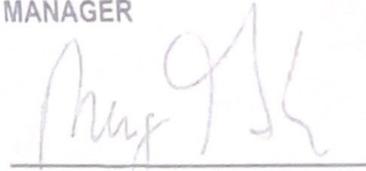
The Manager acknowledges that the terms of this contract are contingent on the Governing Body's approval of this contract and passage of a post-offer physical and drug screen.

IN WITNESS WHEREOF, the parties set their hands the day and year first above shown.

CITY OF SHAWNEE

MANAGER

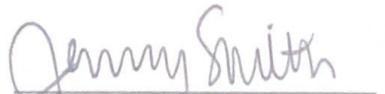

MICHELLE DISTLER, MAYOR


DOUG GERBER

ATTEST:


STÉPHANIE ZALDIVAR, CITY CLERK

APPROVED AS TO FORM:


JENNY SMITH, CITY ATTORNEY