

EMPLOYMENT AGREEMENT

Introduction

This Agreement, made and entered into this 20th day of December, 202~~0~~²⁰, by and between the City of Gothenburg, Nebraska, a municipal corporation, (hereinafter ~~called "Employer"~~ called "Employer") and Gary D. Greer, (hereinafter called "Employee") an individual who has the education, training and experience in local government management, and agree as follows:

Section 1: Term

The term of this agreement shall be for an initial period of 4 years beginning ~~January-March 130,~~ 202~~30~~²⁰, and ending on the fourth anniversary of the beginning of employment. Provided, however, the parties may mutually agree to a later start date. This Agreement shall automatically be renewed on its anniversary date for a 4-year term unless notice that the Agreement shall terminate is given at least 4 months before the expiration date of the initial or subsequent term. In the event the agreement is not renewed, all compensation, benefits and requirements of the agreement shall be determined in Section 11 of this agreement.

Section 2: Duties and Authority

Employer agrees to employ Gary D. Greer as City Administrator to perform the functions and duties specified in Code of Ordinances of the City of Gothenburg and the lawful direction of the Mayor of Gothenburg.

Section 3: Compensation

- A. Base Salary: Employer agrees to pay Employee an annual base salary of \$1~~42~~²²,000, payable in installments at the same time that the other management employees of the Employer are paid.
- B. Employee shall be entitled to annual salary adjustments equal to the same percentage as all City employees receive if salary adjustments are made across the board. Should annual salary adjustments be determined in a manner other than across the board, Employee shall be entitled to a minimum annual increase equal to the average percentage increase of all employees for such year. This agreement shall be automatically amended to reflect such salary adjustments.
- C. Consideration shall be given on an annual basis to increase compensation.

Section 4: Insurance Benefits

- A. The Employer agrees to provide and to pay the premiums for health, hospitalization, surgical, vision, dental, medical and other insurance for the Employee and his/her dependents equal to that which is provided to all other full time employees of the City of Gothenburg.
- B. The Employee may elect to submit once per calendar year to a complete physical examination, including a cardio-vascular examination, by a qualified physician selected by the Employer, the cost of which shall be paid by the Employer.

Section 5: Vacation and Sick Leave

A. ~~Upon commencing employment, the Employee shall be credited with 120 hours of vacation leave. After the first year of employment,~~ Employee shall earn vacation days at the same rate as a full time employee having more than 10 years service. Employee shall be entitled to Personal Holidays as provided in the City Personnel Policy.

B. The Employee shall accrue sick leave on the same basis as other full time employees of the City.

C. The Employee is entitled to accrue all unused vacation leave, ~~without limit,~~ and in the event the Employee's employment is terminated, either voluntarily or involuntarily, the Employee shall be compensated for all accrued vacation time, Payment for unused sick leave shall be made in accordance with the City Personnel Policy.

Section 6: Monthly Vehicle Allowance

The Employer agrees to pay to the Employee, during the term of this Agreement and in addition to other salary and benefits herein provided, the sum of ~~\$500~~^{\$50} per month, payable monthly, as a vehicle allowance to be used to purchase, lease, or own, operate and maintain a vehicle. The monthly vehicle allowance shall be reviewed annually and increased based on usage and increase in the Consumer Price Index. The Employee 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 Employer shall reimburse the Employee at the IRS standard mileage rate for any business use of the vehicle outside of the Gothenburg City limits.~~

Section 7: Retirement

The Employee shall be eligible for normal participation in the City retirement plans. Additionally, the Employer shall provide an additional lump sum contribution to the Employee's 457(b) plan account in order to bring the annual amount contributed to the maximum allowable annual elective deferral contribution limit allowed by the IRS excluding any age-related or special catch up provisions. This additional lump sum contribution is understood to be in conjunction with, not in place of, the Employee's elective deferral contributions that would occur through normal participation in the City retirement plans. This additional lump sum contribution will be made in January each year.

~~The Employer agrees to enroll the Employee into the City retirement system and to make all the appropriate contributions on the Employee's behalf.~~

Section 8: General Business Expenses

A. Employer agrees to budget for and to pay for professional dues and subscriptions of the Employee necessary for continuation and full participation in national, regional, state, and local associations, and organizations necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the Employer.

B. Employer agrees to budget for and to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for Employer, including but not limited to the ICMA Annual Conference, the state league of municipalities, and such other

national, regional, state, and local governmental groups and committees in which Employee serves as a member.

~~C. Employer also agrees to budget for and to pay for travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for the Employee's professional development and for the good of the Employer.~~

~~CD.~~ Employer recognizes that certain expenses of a non-personal but job-related nature are incurred by Employee, and agrees to reimburse or to pay said general expenses. The City Treasurer is authorized to disburse such moneys upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits.

~~DE.~~ The Employer acknowledges the value of having Employee participate and be directly involved in local civic clubs or organizations. Accordingly, Employer shall pay for the reasonable membership fees and/or dues to enable the Employee to become an active member in two local clubs or organizations.

Section 9: Technology

The Employer shall provide Employee with a computer, software, cell phone and any other technology required for the Employee to perform the job and to maintain communication.

Section 10: Termination

A. For the purpose of this agreement, termination shall occur when:

1. The majority of the governing body votes to terminate the Employee at a duly authorized public meeting.
2. If the Employer, citizens or legislature acts to amend any provisions of City ordinances pertaining to the role, powers, duties, authority, responsibilities of the Employee's position that substantially changes the form of government, the Employee shall have the right to declare that such amendments constitute termination.
3. If the Employer reduces the base salary, compensation, or any other financial benefit of the Employee, unless it is applied in no greater percentage than the average reduction of all department heads, such action shall constitute a breach of this agreement and will be regarded as a termination.
4. If the Employee resigns following an offer to accept resignation, whether formal or informal, by the Employer as representative of the majority of the governing body that the Employee resign, then the Employee may declare a termination as of the date of the suggestion.
5. Breach of contract declared by either party with a 30-day cure period for either Employee or Employer. Written notice of a breach of contract shall be provided in accordance with the provisions of Section 20.
6. If the Employee breaches his duty "for cause" which shall be defined, but not limited to the following:
 - a. Insubordination.
 - b. Incompetence.
 - c. Failure or refusal to work or comply with the lawful orders of the Mayor and City Council.
 - d. Dereliction of duty.

- e. Physical or mental incapacity in excess of accrued sick leave.
- f. The commission of any other acts, or the omission to act, which act or omission materially and adversely affects the City.

B. In the event the City intends to terminate this Agreement for cause, based on a breach by Employee, the Mayor shall provide written notice to Employee of the reasons for the termination. The Mayor shall be entitled to suspend Employee's duties under this Agreement, upon the mailing or other delivery of such written notice. Employee shall be entitled to a hearing on the reasons for termination for cause, in front of the City Council within 10 days from the mailing or other delivery of said written notice of intent to terminate for cause. At such hearing Employee shall be entitled to representation and to present such evidence regarding the issue of cause, as he deems proper, and is acceptable to the City Council. A decision by the City Council shall be final, in all events. This does not preclude Employee from maintaining an action in a Court of Law in event of breach of contract or from enforcing any of the terms hereof by such action. The provision of the hearing process pursuant to this paragraph may not be construed to imply continuing rights of employment, nor is Employee entitled to a hearing in the event his contract is not renewed or his service as City Administrator is not extended. A hearing shall be allowed only on a for cause termination during the term of this Agreement.

Section 11: Severance

Severance shall be paid to the Employee when employment is terminated as defined in Section 10, unless the termination is determined to be "for cause". If the Employee is terminated for cause, then the Employer is not obligated to pay severance under this section.

If the Employee is terminated, the Employer shall provide a minimum severance payment equal to 4 months 'salary at the then current rate of pay. This severance shall be paid in a lump sum unless otherwise agreed to by the Employer and the Employee.

The Employee shall also be compensated for all accrued vacation time, all paid holidays accrued, and Personal Holidays. ~~The Employer agrees to make a contribution to the Employee's retirement account on the value of this compensation calculated using the rate ordinarily contributed on regular compensation.~~

~~If the Employee is terminated for cause, then the Employer is not obligated to pay severance under this section.~~

Section 12: Resignation

In the event that the Employee voluntarily resigns his/her position with the Employer, the Employee shall provide a minimum of 60 days 'notice unless the parties agree otherwise.

Section 13: Performance Evaluation

Employer shall annually review the performance of the Employee subject to a process, form, criteria, and format for the evaluation which shall be mutually agreed upon by the Employer and Employee. The process at a minimum shall include the opportunity for both parties to: (1) prepare a written evaluation, (2) meet and discuss the evaluation, and (3) present a written summary of the evaluation results. The final written evaluation should be completed and delivered to the Employee within 30 days of the evaluation meeting.

Section 14: Hours of Work

It is recognized that the Employee must devote a great deal of time outside the normal office hours on business for the Employer, and to that end Employee and the Mayor shall be establish an appropriate work schedule.

Section 15: Outside Activities

The employment provided for by this Agreement shall be the Employee's sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the Employer and the community, the Employee may elect to accept limited teaching, consulting or other business opportunities with the understanding that such arrangements shall not constitute interference with nor a conflict of interest with his or her responsibilities under this Agreement.

Section 16: Moving and Relocation Expenses

A. Employee agrees to ~~establish residence within 5 miles of the City of Gothenburg corporate boundaries within 3 months of employment, and thereafter to maintain primary residence within 5 miles the City of Gothenburg corporate boundaries .~~

B. ~~Employer shall pay directly for the expenses of moving Employee and his/her family and personal property to any new primary residence within 5 miles of the corporate boundaries of Gothenburg, NE. Said moving expenses include packing, moving, unpacking, and insurance charges.~~

~~Employer shall pay directly for the expenses of moving Employee and his/her family and personal property from Lincoln, NE to Gothenburg, NE. Said moving expenses include packing, moving, unpacking, and insurance charges.~~

Section 17: Indemnification

Employer shall endeavor at all times to obtain insurance protection that will provide insurance to Employee in his capacity as City Administrator concerning comprehensive general liability and errors and omissions coverage. The parties recognize that said coverage is negotiated from year to year and may not be available. However, the Employer shall attempt to provide such coverage as part of the City's general insurance program. This paragraph should not be construed in any manner to indicate that the Employer is becoming an insurer of any of the errors or omissions of Employee.

Section 18: Bonding

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 19: Other Terms and Conditions of Employment

The Employer, only upon agreement with Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City of Gothenburg Code of Ordinances or any other law.

Section 20: Notices

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

1. (1) EMPLOYER: Honorable Mayor City of Gothenburg, NE, 409 9th Street, Gothenburg, NE 69138

2. (2) EMPLOYEE: Gary D. Greer, ~~1008 24th Place, Gothenburg, NE 69138-7800 Tobie Lane, Lincoln, NE 68516~~

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Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 21: General Provisions

A. Integration. This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this agreement during the life of the agreement. Such amendments shall be incorporated and made a part of this agreement.

B. Binding Effect. This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.

C. Effective Date. This Agreement shall become effective on ~~February 28th, 2020~~ January 1st, 2023

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D. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

Executed the day and year first above written.

Employer
City of Gothenburg

Employee
Gary D. Greer

Mayor