

Memorandum regarding Resolution No. 2025-24: A Resolution approving an Amended and Restated Employment Agreement between the City and Jimmy D. Liles.

Background:

At the direction of Mayor Giddens, an amended and restated employment agreement for Mr. Jimmy Liles has been negotiated. Mr. Liles was appointed the City Administrator for the City of Nixa on September 24, 2018. Since that time, his employment contract has not been reviewed or updated by the Mayor or City Council.

Analysis:

The agreement presented for Council's approval is an updated employment agreement for Mr. Liles's continued employment as City Administrator for the City. This agreement contains updated termination language and updated benefit information for Mr. Liles. Part of the drafting intent with this agreement was to align Mr. Liles benefits with those offered to other similarly situated City employees.

Recommendation:

Staff recommends approval of this Resolution.

MEMO SUBMITTED BY:

Nick Woodman | City Attorney

Attachments:

Council Bill No. 2025-24, and
Amended and Restated Employment Agreement.

RESOLUTION NO. 2025-24

A RESOLUTION OF THE COUNCIL OF THE CITY OF NIXA AUTHORIZING THE MAYOR TO EXECUTE AN AMENDED AND RESTATED EMPLOYMENT AGREEMENT BETWEEN THE CITY OF NIXA AND JIMMY D. LILES.

WHEREAS City Charter Section 4.4(g) grants the Mayor, with the advice and consent of two-thirds of the entire City Council, the power to appoint a City Administrator; and

WHEREAS at the City Council's regular meeting of September 24, 2018, the City Council confirmed the Mayor's appointment of Mr. Liles; and

WHEREAS contemporaneous with the appointment of Mr. Liles, the City, and Mr. Liles executed an "Employment Agreement Between the City of Nixa, Missouri and Jimmy Liles," which was made and entered on September 24, 2018; and

WHEREAS since the execution of the original employment contract between the City and Mr. Liles, there have been no updates to the contract; and

WHEREAS at the direction of the Mayor, a revised employment contract has been drafted and negotiated with Mr. Liles; and

WHEREAS the City Council desires to authorize the Mayor to execute an Amended and Restated Employment Agreement between the City of Nixa and Mr. Liles.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NIXA, AS FOLLOWS, THAT:

SECTION 1: The City Council hereby authorizes the Mayor, or designee, to execute an "Amended and Restated Employment Agreement Between the City of Nixa and Jimmy D. Liles." Said Agreement shall be in substantially similar form as "Resolution Exhibit A," which is attached hereto and incorporated herein by this reference as though fully set out herein.

SECTION 2: The Mayor and the officers of the City are hereby authorized to do all things necessary or convenient to carry out the terms and intent of this Resolution.

SECTION 3: This Resolution shall be in full force and effect from and after its final passage by the City Council and after its approval by the Mayor, subject to the provisions of section 3.11(g) of the City Charter.

[Remainder of page intentionally left blank. Signatures follow on the next page.]

RESOLUTION NO. 2025-24

ADOPTED BY THE COUNCIL THIS 22nd DAY OF APRIL 2025.

ATTEST:

PRESIDING OFFICER

CITY CLERK

APPROVED BY THE MAYOR THIS _____ DAY OF APRIL 2025.

ATTEST:

MAYOR

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

EFFECTIVE DATE: _____

TERMINATION DATE: _____

CONTRACT NUMBER: _____

RESOLUTION EXHIBIT A

**AMENDED AND RESTATED EMPLOYMENT AGREEMENT
BETWEEN THE CITY OF NIXA AND JIMMY D. LILES**

THIS AMENDED AND RESTATED EMPLOYMENT AGREEMENT BETWEEN THE CITY OF NIXA AND JIMMY D. LILES ("Contract") is made and entered into upon its execution by the City of Nixa, Missouri, a Constitutional Charter City organized under the laws of the State of Missouri ("City" or "Employer") and Jimmy D. Liles ("Liles" or "Employee").

WHEREAS City Charter Section 4.4(g) grants the Mayor, with the advice and consent of two-thirds of the entire City Council, the power to appoint a City Administrator; and

WHEREAS at the City Council's regular meeting of September 24, 2018, the City Council confirmed the Mayor's appointment of Liles; and

WHEREAS contemporaneous with the appointment of Liles, the City, and Liles executed an "Employment Agreement Between the City of Nixa, Missouri and Jimmy Liles," which was made and entered on September 24, 2018; and

WHEREAS the City and Liles desire to amend and restate the employment agreement as set forth herein.

NOW, THEREFORE, for the considerations herein expressed, it is mutually agreed by and between the City and the Employee as follows:

1. Employment. Pursuant to the terms and provisions of this Contract, the City shall employ Liles to serve as City Administrator of the City as of September 24, 2018, and Liles shall serve as City Administrator and shall discharge the duties and responsibilities of such office in accordance with the City Charter, city ordinances, city codes, and the provisions of this Contract.

2. Term. This Contract is for employment-at-will for a term commencing on September 24, 2018, and continuing thereafter for an indefinite term, until terminated in accordance with the provisions of this Contract.

3. The Position.

3.1. At all times during the Employee's employment, the Employee shall serve as City Administrator. The Employee shall perform the duties of City Administrator as set forth in the City Charter and the ordinances of the City.

3.2. Throughout the Employee's employment, Employee agrees to devote 100% of his professional and business hours to the business and affairs of the City.

3.3. At all times, the Employee shall report to and be subject to the direction of the Mayor and the City Council.

3.4. In addition to the functions, duties, and responsibilities of the City Administrator as set forth in the City Charter, the Employee shall oversee, discharge, and coordinate such additional

and further responsibilities as the Mayor or City Council deems necessary.

3.5. Nothing in this Contract shall prohibit the Employee from devoting reasonable periods as may be required for outside activities and engagements that will not reflect adversely on the City, including, but not limited to, fulfilling speaking engagements or engaging in charitable and community activities that are not inconsistent with the City Charter or the mission and purpose of the City.

4. Performance. The Mayor and City Council shall at least annually review the performance of the Employee, establishing specific performance goals for the Employee, and shall make a reasonable effort to share with the Employee the City's desired performance review format, the City's approach for successful performance, and the desired performance goals for the Employee and how said goals relate to the overall success of the City.

5. Compensation. For all services provided by the Employee during the Employee's employment, the Employee shall be paid the following compensation:

5.1. Beginning on the date of execution of this Contract, an annual base salary of **\$191,206.89**, payable in equal installments not less than biweekly.

5.2. On or near the anniversary of the Employee's appointment date (September 24, 2018), the Employee's performance shall be evaluated by the Mayor and City Council, and any increases in the Employee's annual base salary shall be based on the Employee's performance, budgetary considerations, market comparability, or for other reasons articulated by the Mayor and City Council. Any increase in the Employee's base salary shall be authorized by a roll call vote of the City Council, which may occur at the closed session in which the Employee's performance evaluation occurs and is subject to an appropriation authorized by the City Council by ordinance.

5.3. The Employee shall be entitled to any Cost-of-Living Adjustments to the Employee's base salary which may be appropriated, by ordinance, by the City Council for the Employee.

6. Benefits.

6.1. Automobile Allowance.

6.1.1. Throughout Employee's employment, Employee shall receive an automobile allowance of **\$650.00** per month, in accordance with the automobile allowance policies applicable to other similarly situated City employees.

6.1.2. The Employee shall also be eligible for reimbursement for mileage for travel related to his duties in accordance with the City's reimbursement policies applicable to other similarly situated City employees.

6.1.3. The Employee shall have the option of using a vehicle owned by the City in accordance with the City's policies on utilizing City-owned vehicles.

6.2. Leave Benefits. In addition to leave authorized by law, including military leave and Family and Medical Leave, the Employee shall receive the following leave benefits:

6.2.1. Sick Leave. The Employee shall accrue sick leave at the same rate as other

similarly situated City employees. The Employee's use of and cap on sick leave shall be consistent with the City's policies related to sick leave which apply to other similarly situated City employees. Nothing in this agreement shall be construed as resetting the Employee's current sick leave accrual balances.

6.2.2. *Vacation Leave.* The Employee shall accrue vacation leave at the same rate as other similarly situated City employees. The Employee's use of and cap on vacation leave shall be consistent with the City's policies related to vacation leave which apply to other similarly situated City employees. Nothing in the agreement shall be construed as resetting the Employee's current vacation leave accrual balances.

6.2.3. *City-Recognized Holidays.* The Employee shall be entitled to be exempt from duty on City-recognized holidays which are applicable to other similarly situated City employees.

6.2.4. *Leave buyouts.* Any leave buyouts shall be consistent with the City's policies related to leave buyouts which apply to other similarly situated City employees. No buyout shall occur unless the Employee voluntarily resigns his position and executes a full release of any claims relating to the Employee's employment with the City, including the termination of that employment, or if the employee is terminated without cause and executes a full release of any claims relating to the Employee's employment with the City, including the termination of that employment.

6.3. Health Insurance and Dental Insurance. The Employee is eligible to receive health insurance benefits and dental insurance benefits under the terms and conditions of the City's insurance plans under the same terms and conditions as other similarly situated employees of the City and subject also to the City's right to amend or terminate such plans at any time.

6.4. Retirement Benefits.

6.4.1. The Parties agree and understand that the City participates in the Missouri Local Government Employees Retirement System ("LAGERS"). The City agrees to pay the required contributions on behalf of the Employee which are paid to other similarly situated City employees with a defined benefit multiplier that applies to other similarly situated City employees.

6.4.2. In addition to LAGERS, the Parties agree and understand that the City participates in a supplementary Section 457 retirement plan ("457 Plan"). The City agrees to contribute 3% of the Employee's base salary, including any vehicle allowance, and subject to any limits imposed by the Internal Revenue Service into the Employee's 457 Plan account. Such contributions shall be payable in equal installments not less than biweekly.

6.5. Life Insurance. The City shall reimburse the Employee in an amount not to exceed \$1,200.00 per year for life insurance premiums paid by the Employee. The Employee shall furnish reasonable proof of coverage to the Director of Human Resources before the payment of any reimbursement.

6.6. Other Benefits. In addition to the benefits set forth herein, throughout the period of the Employee's employment by the City, the Employee may participate in all fringe and welfare benefit plans offered by the City, including disability benefits or life insurance benefits, subject

to and in accordance with the provisions and eligibility requirements of each such plan, and subject also to the City's right to amend and terminate any such plan at any time. Any benefits to be provided are subject to change and will be offered to the extent and on the terms made available to other similarly situated City employees.

7. Professional Development and Job-Related Expenses. Subject to annual budget appropriation and budget constraints, the City agrees to pay for professional dues, professional subscriptions, civic club dues, and seminar attendance of the Employee, as well as reasonable associated travel expenses necessary for continuation and participation in national, regional, state, and local associations, and organizations necessary and desirable for the Employee's continued professional participation, growth, and advancement, including but not limited to the International City Managers Association Annual Conference, Missouri Municipal League activities, Missouri City/County Management Association annual conference and activities, and such other national, regional, state, and local governmental groups and committees in which the Employee serves as a member. In addition, the City recognizes that certain expenses of a job-related nature may be incurred by the Employee while performing official duties and agrees to reimburse or pay such general expenses in accordance with City policies and practices.

8. Bonding. The City shall bear the costs of any fidelity or other bonds required of the Employee under any law or ordinance.

9. Termination. This Contract may be terminated by the Mayor, with the consent of a majority vote of the entire City Council, or by a two-thirds vote of the entire City Council, independently of the Mayor's approval or recommendation, or by the Employee, as follows:

9.1. Without Cause. This Contract may be terminated without cause (as defined below) by the City upon 60 days prior written notice. In the event of termination without cause, the City reserves the right, at its sole option, at any time within the 60-day notice period, to assign the Employee transitional duties in addition to or in lieu of the Employee's regular duties; provided however, that the City will not diminish Employee's compensation or benefits before the termination becomes effective as of the expiration of the 60-day notice period.

If the City terminates this Contract without Cause, then conditioned on the Employee executing a full release of any claims relating to the Employee's employment with the City, including the termination of that employment, the City shall pay the Employee for 12 months after the effective date of the notice of termination an amount equal to the Employee's compensation in effect at the date of the notice of termination, to be paid in installments in accordance with the City's customary pay schedule. In addition to base salary continuation, the Employee shall continue to receive for said 12-month period any benefits the Employee was receiving as of the date of the notice, except for leave accruals, which shall cease on the effective date of the notice of termination. Other than as stated herein, all obligations of the City to pay salary or benefits to the Employee shall terminate 12 months after the effective date of the notice of termination.

9.2. Effect of Death. In the event of the Employee's death during the period of his employment, this Contract shall terminate, and the Employee's legal representative shall be entitled to the unpaid compensation earned by the Employee through the date of death. Employee shall, within 20 days of execution of this Contract designate such a legal representative with the Director of Human Resources of the City. The Employee may update the identity of the legal representative from time to time by providing written notification of the update to the Director of Human Resources of the City.

9.3. Effect of Disability. In the event of the Employee's disability during his employment, the City may terminate this Contract by giving the Employee written notice of termination, which termination shall be effective upon the City providing the Employee or the Employee's agent with written notice of the City's election to terminate. For purposes of this Contract, the term "disability" shall mean the Employee's mental or physical impairment occurring during the period of the Employee's employment, as determined by the City, which renders the Employee unable, with reasonable accommodation, to safely and effectively perform the essential duties and responsibilities of his position for a period of six consecutive months.

In the event this Contract is terminated in accordance with Paragraph 9.3, then the Employee shall be entitled to his unpaid compensation earned by the Employee through the date of termination.

9.4. For Cause. The City may terminate this Contract at any time for Cause (as defined below), which termination shall be effective upon the City's written notice to the Employee of its election to terminate. For purposes of this Contract, termination of the Employee's employment by the City would be "for Cause" in the event the Employee:

9.4.1. Commits an act of dishonesty, deceit, malfeasance, or breach of fiduciary duty in the performance of the Employee's duties as an employee of the City;

9.4.2. Neglects or fails to perform substantially the Employee's job duties and responsibilities (provided that if there exists a performance event or condition that constitutes for Cause, the Employee shall have 30 days from the date notice of such performance deficiency is given to cure such event or condition and, if the Employee does so, such event or condition shall not constitute for Cause hereunder);

9.4.3. Substantially violates any policy or reasonable expectation of the Mayor and City Council regarding appropriate employee behavior or conduct (provided that if there exists a behavior or conduct issue that constitutes for Cause, the Employee shall have 30 days from the date notice of such issue is given to cure such issue and, if the Employee does so, such issue shall not constitute for Cause hereunder);

9.4.4. Acts or fails to act in any way that reflects materially and adversely upon the City, including but not limited to a substantial violation of any policy of the City, the city charter, the city code, or any city ordinances by the Employee;

9.4.5. Is convicted of, pleads guilty to, or pleads nolo contendere to any felony in any state or federal court or any misdemeanor in any state or federal court involving a drug offense, alcohol offense, sex offense, violent acts against persons or property, fraud, theft, or the making of a false statement;

9.4.6. Terminates his employment without cause; or

9.4.7. Materially breaches any provision of this Contract.

Should the Employee be terminated for Cause by the City, the City is not obligated nor required to pay any severance or additional compensation under this Contract.

In the event that the City terminates this Contract for Cause, all obligations of the City to the Employee hereunder shall cease effective upon the date of termination.

9.5. For Good Reason. The Employee may terminate this Contract at any time for Good Reason (as defined below), which termination shall be effective upon the Employee's written notice to the City of the Employee's election to terminate. For purposes of this Contract, termination of this Contract would be "for Good Reason" in the event the City:

9.5.1. Acts to amend (or the citizens or legislature act to amend) any provisions of the City Charter, city ordinances, or Missouri law pertaining to the role, powers, duties, authority, or responsibilities of the Employee's position that substantially changes the form of government of the City;

9.5.2. Impose on the Employee any involuntary reduction in the Employee's base salary;
or

9.5.3. Materially breaches any provision of this Contract.

Notwithstanding the foregoing, provided that if there exists an event or condition that constitutes Good Reason, the City shall have 30 days from the date notice of such termination is given to cure such event or condition and, if the City does so, such event or condition shall not constitute Good Reason hereunder.

If the Employee terminates this Contract for Good Reason, then conditioned on the Employee executing a full release of any claims relating to the Employee's employment with the City, including the termination of that employment, the City shall pay the Employee for 12 months after the effective date of the notice of termination, to be paid in installments in accordance with the City's customary pay schedule. In addition to base salary continuation, the Employee shall continue to receive for said 12-month period any benefits the Employee was receiving as of the date of notice. Other than as stated herein, all obligations of the City to pay salary or benefits to the Employee shall terminate 12 months after the effective date of notice of termination.

In the event the Employee voluntarily resigns or terminates his employment without providing the notice required pursuant to this Paragraph 9.5 and without Good Reason, all obligations of the City to the Employee shall cease effective upon the date of notice by the Employee of resignation or termination.

10. Waiver of Residency Requirement. The City has waived the residency requirement contained within City Charter Section 5.1.

11. Amendment and Waiver. This Contract shall not be modified or amended except upon the prior mutual written agreement of the parties. No term or provision of this Contract shall be deemed to have been waived, nor shall any estoppel operate against the enforcement of any provisions of this Contract except by written instrument of the party charged with such waiver or estoppel. No written waiver shall be a continuing waiver unless expressly so stated therein, and each waiver shall be effective only as to the specific term or condition waived and shall not constitute a continuing waiver of any term or condition.

12. Entire Agreement. This Contract constitutes the entire agreement between the parties respecting the Employee's employment with the City and supersedes all prior agreements and negotiations with respect to the subject matter hereof. This Contract may be executed and delivered in one or more counterparts, all of which together shall constitute a single agreement.

13. Notices.

13.1. All notices required or permitted hereinunder and required to be in writing may be given by Electronic Mail or by first class mail addressed to City and Employee at the addresses shown below:

To City:

Name: City of Nixa, Missouri
Address: 715 W. Mt. Vernon St., PO Box 395, Nixa, MO 65714
Phone: 417.725.3785
Email: bcoffey@nixa.com
Attn: Rebekkah Coffey, City Clerk

With a copy to:

Name: City of Nixa, Missouri – Law Department
Address: 715 W. Mt. Vernon St., PO Box 395, Nixa, MO 65714
Phone: 417.725.3785
Email: nwoodman@nixa.com
Attn: Nick Woodman, City Attorney

To Employee:

Name: Jimmy D. Liles
Address:
Phone:
Email:

13.2. The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing. The date of delivery of notice by Electronic Mail transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

13.3. Notice information may be updated by the respective party upon reasonable notice of such change to the other party.

14. No Third-Party Beneficiaries. This Contract is for the sole benefit of the parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Contract.

15. Jurisdiction. This Contract and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri, without giving effect to any choice or conflict of law provision or rule which would cause the application of the laws of any jurisdiction other than those of the State of Missouri. Should any part of this Contract be litigated, the venue shall be proper only in the Courts of Christian County, Missouri. The provisions of this Paragraph shall survive the termination or expiration of this Contract.

16. Waiver of Jury Trial. Each party irrevocably and unconditionally waives any right it may have to a trial by a jury in respect to any legal action arising out of or relating to this Contract. The provisions of this Paragraph shall survive the termination or expiration of this Contract.

17. No Waiver of Governmental Immunity. No provision of this Contract is intended or shall be construed, to be a waiver for any purpose by the City of any applicable state law on municipal liability or governmental immunity.

18. Severability. If any term or provision of this Contract is held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Contract or invalidate or render unenforceable, such term or provision.

19. Headings. The headings in this Contract are for reference only and shall not affect the interpretation of this Contract.

20. Interpretation. This Contract shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

[Remainder of page intentionally left blank. Signatures follow on the next page.]

IN WITNESS WHEREOF, the parties have set their hands on the day and year herein stated.

CITY

Jarad Giddens, Mayor

Date: _____

EMPLOYEE

Jimmy D. Liles

Date: _____

ATTEST:

Rebekka Coffey, City Clerk

Approved as to form:

Nick Woodman, City Attorney

Director of Finance Certification:

I certify that this contract is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance to the credit of such appropriation sufficient to pay, therefore, and that the appropriate accounting entries have been made.

Jennifer Evans, Director of Finance