

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT made and entered into this 5th day of December, 2023 (the "Agreement"), by and between the City of Bel Aire, Kansas (hereinafter called "Employer") and Ted Henry (hereinafter called "Employee"), both of whom understand as follows:

WITNESSETH:

WHEREAS, Employer desires to employ the services of Employee as City Manager; and

WHEREAS, it is the desire of the Employer to provide certain benefits, establish certain conditions of employment and set working conditions of said Employee; and

WHEREAS, it is the desire of the Employer (i) to secure and retain the services of the Employee and to provide inducement for him to accept such employment, (ii) to make possible full work productivity by assuring Employee's morale and peace of mind with respect to future security should Employer desire to terminate his employment and (iii) to act as a deterrent against malfeasance or dishonesty for personal gain on the part of the Employee; and

WHEREAS, Employee desires to accept employment as City Manager.

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

SECTION 1. ***Duties.*** Employer hereby agrees to employ Employee as its City Manager to perform the functions and duties specified in Chapter 2, Article 2, Section 2.26 of the Code of the City of Bel Aire, Kansas (the "City Code") and to perform other legally permissible and proper duties and functions pursuant to the "Job Description" and such lawful tasks and functions as the City Council of the Employer (the "City Council") shall from time to time assign.

SECTION 2. ***Residency.*** Employee agrees that should he ever relocate from his current place of residence that he will relocate and maintain a permanent residence within the corporate boundaries of the City of Bel Aire, Kansas during the remainder of the term of his employment.

SECTION 3. ***Term.***

A. Employee's employment as City Manager shall commence on April 1, 2024 (the "Commencement Date"). Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Council to terminate the services of the Employee at any time, without cause, subject only to the provisions set forth in Section 5, Subparagraphs A and B of this Agreement.

[Pages 2-8 Redacted]