

EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”) is entered into this _____ **day of October, 2025** (the “Effective Date”), by and between the City of Republic, Missouri (“City”) and Colten Harris (“Employee”). The City and Employee are collectively addressed as the "Parties" herein.

WHEREAS, City is a municipal corporation and Constitutional Charter City located in Greene County, Missouri;

WHEREAS, Employee wishes to be employed in the position of City Administrator; and

WHEREAS, the City’s Constitutional Charter (“Charter”) sets forth certain requirements for the position of City Administrator and provides that the City may hire for such based on qualifications, to perform such duties as required by the Charter, and by the City as it deems necessary and appropriate for managing the day-to-day functions of the City, consistent with applicable law; and

WHEREAS, the Parties wish to clarify terms of Employee’s employment as described in this Agreement; and

WHEREFORE, in consideration of the mutual covenants, promises, obligations, and agreements hereinafter set forth, the Parties agree as follows:

1. Position and Duties.

During the term of this Agreement (also referred to as “Employment Term” as defined further below), Employee shall serve as the City Administrator. In that position, Employee shall have such duties, functions, authority, and responsibilities as required by the Charter, City Code, personnel policy or manual provisions, ordinance, resolution, and applicable law, both now and as may be amended, and as specified in this Agreement, now and as amended, including the job description attached hereto as **Exhibit A**, and Employee shall perform such duties and functions as may be assigned to Employee by the City or its authorized delegee(s) to the extent authorized by law.

2. Compensation and Benefits

a. Salary.

The City will pay Employee an annual salary (“Salary”) of \$215,000 with employment commencing on December 8, 2025. The Salary shall be payable in periodic installments in accordance with the City’s customary payroll practices and applicable wage payment laws, but no less frequently than monthly. This includes that Employee shall generally receive such cost-of-living adjustments (COLA) as may be provided to other employees of the City. For illustrative purposes only, if City employees receive an across-the-board COLA at the beginning of 2026, then, assuming that Employee is still employed by the City in good standing, Employee would also receive said COLA. In any event, the

City may, but is not required to, increase Employee's Salary and/or other benefits in such amounts and to such extent as the City in its sole discretion determines appropriate. The City may conduct a Salary review of Employee on or about December 8, 2026, and may subsequently conduct such reviews annually thereafter.

b. Vacation and Sick Leave.

Employee shall be entitled to receive vacation time accruing in accordance with the provisions of Section 403 of the City Employee Handbook, and as amended, governing members of the Executive Leadership Team, as well as any other applicable provisions governing accrual and/or payment therefore upon termination of employment.

Employee shall be entitled to receive vacation time accruing in accordance with the provisions of Section 406 of the City Employee Handbook, and as amended, as well as any other applicable provisions governing accrual and/or payment therefore upon termination of employment.

Employee shall receive 5 days of administrative leave at the time of hire. Said leave may roll over if unused by the end of the year.

c. Freedom Leave.

Employee is eligible for two weeks of Freedom Leave consideration by the City, as defined in Section 405 of the City Employee Handbook and in City Administrative Policy 18-07, and as amended. Freedom Leave eligibility shall be determined on an annual basis.

d. Disability, Health, Accident, and Life Insurance.

Employee shall be entitled to receive the same health, accident, and life insurance policy as afforded to the members of the Executive Leadership Team pursuant to Section 4 of the City Employee Handbook and as amended. The Parties acknowledge that at the time this Agreement is entered, such benefits are to be provided at City's sole cost.

e. Retirement Benefits.

The City agrees to provide Employee the same retirement benefits as provided to other City employees pursuant to Section 415 of the City Employee Handbook and as amended. For illustrative purposes only, if the City currently maintains a 457 deferred compensation retirement plan that includes the City matching employee contributions 100% up to a maximum of 4% base salary, then Employee would also be provided such benefits consistent with the City Employee Handbook and as amended.

f. Equipment and Cell Phone Allowance.

The City shall provide Employee a laptop computer and/or mobile tablet device (i.e., iPad) with internet access, to be utilized in carrying out Employee's duties. The City

shall provide Employee with a cellular phone allowance of up to \$60 per month in accord with City Administrative Policy Number 22-02 and as amended.

g. Dues and Subscriptions.

Employee is authorized to become a member of and/or maintain membership with at least three (3) professional organizations, to be selected by the Employee upon the advice and consultation of the City, for which the City shall pay all dues reasonably required for such memberships. The City agrees to additionally budget and/or provide a reasonable amount specifically designated to pay for the professional dues and subscriptions of Employee necessary for Employee's continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for Employee's continued professional participation, growth and advancement, and for the good of the City, subject to the approval of the City.

h. Professional Development.

The Parties anticipate that Employee will participate in official travel and meetings on behalf of the City and the City will budget and provide for reasonable costs and expenses for such, and will also assist Employee in continued professional development, subject to the budgetary needs and discretion of the City. Examples of professional development opportunities may, but are not required to include membership or participation in associations as described above, as well as short courses and seminars, that are reasonably likely to aid with Employee's professional development and to increase the value of Employee's services to the City.

i. Other Applicable Compensation and Benefits.

The City will provide Employee with one-time relocation assistance in the amount of five thousand dollars (\$5,000.00), which shall be provided via payroll and subject to income and tax withholding. This one-time payment will be made contemporaneously with Employee's first paycheck.

Except as specifically set forth in this Agreement or provided for by applicable law, in addition to any benefits enumerated specifically for the benefit of Employee, all other provisions and regulations and rules of the City relating to vacation and sick leave and retirement contributions, holidays, and other fringe benefits and working conditions as they now exist or hereafter may be amended, shall apply to Employee in substantially the same manner as would apply to other employees of the City.

During the term of this Agreement, Employee's compensation and the benefits described throughout this Agreement will not be materially reduced absent either amendment to this Agreement, or Employee's written consent, unless otherwise specifically authorized by this Agreement or as provided by applicable law. The Parties further acknowledge that this shall not preclude Employee from being subject to changes in compensation or benefits to the extent that such are made as part of revisions to which

all employees are subject, such as, for example, changes in retirement or insurance plans, or across-the-board salary reductions for all employees of the City.

j. Automobile

The Parties acknowledge that Employee's job duties will require travel and the use of an automobile for business purposes. The City agrees to provide Employee a monthly automobile allowance of Five Hundred Dollars (\$500.00) to be used by Employee for the costs of using an automobile for business travel. Employee will be responsible for procuring automobile transportation, including purchasing, leasing, repairing, maintaining required automobile insurance, and all costs of operating or maintaining automobile transportation. This allowance shall be in lieu of mileage payments.

k. No Tax Representations.

Employee acknowledges that the City has not made any representations regarding potential tax consequences of any salary, benefit, or any other matter, related to or arising out of this Agreement. Employee confirms herein that they have consulted with or will consult with their own tax preparer or professional, or that they have had adequate time to do so and have opted not to do so.

3. Term.

This Agreement shall be effective as of the Effective Date and shall continue unless and/or until terminated by the City or Employee as provided for in this Agreement in Section 4 below. The period during which Employee is employed is hereinafter referred to as the "Employment Term." To the extent permitted by applicable law, the Parties intend that this shall be an indefinite employment without fixed term, so that the Employment Term of this Agreement will continue without end and without the need for annual or other periodic renewal, until such time as employment is terminated pursuant to the terms of this Agreement or the Agreement is amended in writing on the record by the Parties.

4. Termination of Employment.

Appointment, retention, and termination of Employee shall be subject to the requirements of the Charter, City Code, and applicable laws, and within the discretion of the Mayor and City Council. The Parties acknowledge that, as detailed below, termination may be commenced by either Party, and that termination commenced by the City may be done with lawful cause, or for any reason or no unlawful reason and without cause.

a. Termination by the City.

i. *Without Cause*

If the City lawfully terminates Employee and the termination is: i) not based on, arising out of, or related to the grounds described in Section 4.a.ii. below

regarding termination “with cause”, and ii) is done while Employee is still willing and able to perform all the duties of City Administrator, then City shall:

(1) provide written notice of the termination to Employee at least thirty (30) days prior to the effective date of termination;

(2) pay Employee a payment equal to one (1) year’s Salary as of the date of termination (“Severance”); and

(3) for a period of six (6) months following the termination, ensure Employee remains eligible to participate in all City-health insurance, subject to the terms of the applicable benefit plans and insurance carrier requirements and under the same terms and conditions as previously offered to Employee, as presently in effect. However, if continued enrollment in the City’s health insurance plan requires the use of COBRA continuation coverage or any other mechanism due to the Employee’s inactive employment status, the City shall continue to pay its customary share of the applicable insurance premiums consistent with the percentage paid on behalf of active employees, and the Employee shall remain responsible for contributing the same portion of the premium cost as required during active employment.

ii. With Cause

In the event Employee is convicted or found guilty or enters a guilty plea, whether or not pursuant to an *Alford* or no contest plea, and regardless of imposition or execution of particular sentence, to: (1) any felony offense under federal or state law, or (2) driving while intoxicated or impaired pursuant to federal, state, or municipal law, or (3) any federal or state felony or misdemeanor offense that involves stealing, theft, fraud, deceit, or (4) any federal, state, or municipal offense involving assault, battery, or violence of any kind, the City can immediately terminate Employee’s employment with cause and without notice, but shall promptly notify Employee of their termination, and shall do so within a reasonable period of time of the effective termination date.

In the event that a court of competent jurisdiction has determined there is probable cause to believe that Employee committed an offense for punishable with jail time, or where the City determines that Employee has committed serious employee misconduct, such as but not limited to gross negligence, deliberate indifference, reckless disregard, or intentional wrongdoing in regards to public or employee safety and wellbeing, or otherwise inconsistent with professionalism or the City’s lawful policies and directions, such as and not limited to, in regards to matters such as harassment, retaliation, discrimination, drug or alcohol abuse, or acts expressly prohibited by the Charter or City Code, then the City may terminate Employee with cause, but shall provide Employee with at least seven (7) days’ notice.

b. Termination by the Employee.

Employee may resign for any reason or for no unlawful reason by providing thirty (30) days' written notice to the City. If Employee so resigns, the City will pay Employee Severance and provide six (6) months' post-termination health insurance coverage as described above in Section 4.a.i.(2) and (3) if, prior to the Employee's notice of resignation:

i. the City breaches the terms of this Agreement or any other applicable provision benefiting Employee and, following fourteen (14) days' written notice by Employee to the City of the breach, the City fails to cure its breach to the objectively reasonable satisfaction of Employee; or

ii. if the Parties agree that Employee may resign as provided under terms herein described in lieu of being terminated by the City with or without cause.

5. Performance Evaluation.

The City may review and evaluate the performance of Employee after 6 months of employment and may also do so annually on or about the contract anniversary date. Said review and evaluation shall be in accordance with specific criteria determined by the City and which may be added to or deleted from as the City determines necessary and/or appropriate, in consultation with Employee. Performance evaluations will entail the City and Employee defining goals and performance objectives which they collectively determine appropriate for the successful operation of the City and attainment of the City's policy objectives and goals, and the Parties shall consider and reduce to writing relative priority amongst those goals and objectives. The Parties shall endeavor to set goals and objectives that are attainable within specified time limitations and the annual operating and capital budgets and appropriations provided.

6. Indemnification and Related Matters.

In no event shall the language or requirements of this Agreement constitute or be construed as a waiver or limitation of the rights or defenses of either Party or of any person or entity, with regard to applicable sovereign, governmental or individual immunities and any other protections or defenses as provided by federal and state laws, including those applicable to public entities or public officers. Further, the maintenance of insurance of any kind by any Party shall not be construed as waiving such, nor shall any Party maintain insurance of any kind that can be construed as waiving such, and if any insurance coverage would in effect waive such immunities or defenses, then it is expressly disclaimed to the extent necessary to avoid such waiver.

To the extent permitted by law, and without waiving such immunities or defenses, the City may but is not required to maintain such public officials' errors or omissions liability, employment practice liability, general liability, automotive liability, or other or similar insurance, including umbrella or excess insurance, in effort to provide coverage and defense to Employee for causes of action established by Missouri law, and for acts, omissions, or events which result in bodily injury,

property damage, or for injuries that arise out of: (1) violation of civil rights, (2) false arrest, detention, or imprisonment, (3) unlawfully remaining or entering onto private property, (4) malicious prosecution. In the event the City maintains insurance, then the City shall have no obligation to defend or indemnify or hold harmless or otherwise insure or provide coverage for Employee beyond that provided to Employee by the applicable insurer. This includes but is not limited to that the City shall not bear responsibility for providing Employee coverage where the applicable insurer has determined that there is no coverage or that a coverage exclusion (such as for example, criminal activity) applies. However, under the circumstances of an insurer determining that there is no coverage, or that an exclusion applies, the City may then, in its sole discretion, determine to dispute such with the insurer, and may, but is not required to, provide Employee with defense and indemnity pending and after resolution of that dispute.

In the event that the City does not maintain insurance as described above, or is self-insured, whether pursuant to a formal adopted policy of self-insurance or otherwise, the City may, in its discretion, and to the extent permitted by law without waiving immunities or defenses as described above, defend, indemnify, and hold harmless Employee for causes of action established by Missouri law, for acts, omissions, or events which arise out of or relate to Employee's job duties, and which result in bodily injury, property damage, or for injuries that arise out of: (1) violation of civil rights, (2) false arrest, detention, or imprisonment, (3) unlawfully remaining or entering onto private property, (4) malicious prosecution. Under no circumstance will this Agreement be construed to require the City to defend or indemnify or hold harmless or otherwise insure or provide coverage for Employee for matters that do not arise out of or relate to Employee's job duties, or where the acts or omissions involved provide a basis to terminate Employee *for cause*, as detailed above.

In the event that Employee is provided a defense, or indemnity, or held harmless, by the City and/or an applicable insurer(s), then Employee acknowledges that the City and/or insurer(s), may provide defense counsel of their choice, and may compromise and settle any claim or suit, and may pay the amount of any settlement or judgement rendered thereon. Employee will also cooperate with the City and/or the applicable insurer(s) in the defense, and take reasonable steps as requested to facilitate that defense. Additionally, Employee on request will take such reasonable steps as requested to assist the City and/or the applicable insurer(s) to prosecute related counter claims, cross claims, third-party claims, subrogation, or other claims to offset or recover damages, costs, or expenses.

7. Bonding.

To the extent permitted by law, the City shall bear the full cost of any fidelity or other bonds required of Employee under applicable law, if any.

8. Residency Requirement.

Employee agrees to establish and maintain primary residence within the corporate limits of the City of Republic, Missouri, within one (1) year of his official start date of employment. Any request to waive or modify this residency requirement must be approved by a Resolution of the City Council of the City of Republic.

9. Other Terms and Conditions of Employment.

The City, in consultation with the Mayor, shall fix any such other terms and conditions of employment as may be necessary from time to time relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement or applicable law.

10. Notices.

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed to the following or their successor in office as of the date of notice:

- (a) Eric Franklin, Mayor of the City of Republic, Missouri
4221 Wilson’s Creek Blvd.
Republic, Missouri 65738
- (b) Colten Harris, City Administrator for the City of Republic, Missouri
4221 Wilson’s Creek Blvd.
Republic, Missouri 65738

11. Governing Law, Jurisdiction, Venue, and Forum.

This Agreement, for all purposes, shall be construed in accordance with the laws of Missouri, without regard to conflicts of law principles. Any action or proceeding by either of the Parties to enforce this Agreement shall be brought only in a federal or state court located in the Greene County, Missouri. The Parties hereby irrevocably submit to the exclusive jurisdiction of such courts and waive the defense of inconvenient forum to the maintenance of any such action or proceeding in such venue.

12. Entire Agreement.

Unless specifically provided herein, this Agreement contains all the understandings and representations between Employee and the City pertaining to the subject matter described herein and is the final written Agreement between them, superseding any prior or contemporaneous understandings, agreements, or representations, whether written or verbal, with respect to such subject matter. The Parties further acknowledge that either Party may file the Agreement or cite or describe its terms in court proceedings, including for instance, as evidence in legal proceedings alleging breach of the Agreement.

13. Modification and Waiver.

No provision of this Agreement may be amended or modified unless such amendment or modification is agreed to in writing and signed by the Employee and approved by the City or its agent as authorized in writing and on the record. Failure of a Party to enforce a provision of this

Agreement shall not be construed as a waiver of the right of any rights provided by this Agreement, nor shall the failure of or delay by either of the Parties in exercising any right, power, or privilege hereunder operate as a waiver thereof to preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.

14. Severability.

In the event that any provision of this Agreement be held by a court of competent jurisdiction to be enforceable only if modified, or if any portion of this Agreement shall be held as unenforceable and thus stricken, such holding shall not affect the validity of the remainder of this Agreement, the balance of which shall continue to be binding upon the parties with any such modification to become a part hereof and treated as though originally set forth in this Agreement.

15. Captions.

Captions and headings of the sections and paragraphs of this Agreement are intended solely for convenience and no provision of this Agreement is to be construed by reference to the caption or heading of any section or paragraph.

16. Counterparts and Execution.

This Agreement may be executed in separate counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. The Parties agree that signatures transmitted by facsimile or scanned and emailed shall have the legal effect of original signatures. In addition to facsimile or scanned and email signatures, this Agreement may be executed by the Parties in accordance with the applicable version of the Uniform Electronic Transactions Act ("UETA") and the Electronic Signatures in Global and National Commerce Act ("ESIGN"). The Parties hereto agree to conduct transactions by electronic means and hereby affirmatively consent to use electronic records to memorialize and execute this Agreement and any alterations thereto. At the request of any Party, the Parties shall promptly exchange executed original counterparts of this Agreement or any amendment. Employee acknowledges that, regardless of the method of delivery of executed documents, and regardless of any expressed opinion, representation, writing, or signature, by any individual or entity, whether or not they purport to speak or act on behalf of the City, execution of the Agreement and any addendum can only be done by the City to the extent authorized by Missouri law.

17 Acknowledgement of Full Understanding.

THE PARTIES ACKNOWLEDGE AND AGREE THAT THEY HAVE CAREFULLY READ AND FULLY UNDERSTAND THE PROVISIONS OF THIS AGREEMENT AND HAVE ENTERED INTO THIS AGREEMENT KNOWINGLY, VOLUNTARILY, AND WITHOUT THREAT OR DURESS.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto execute this Employment Agreement.

Colten Harris

City of Republic

By: _____

By: _____

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to Form

By: Damon Phillips _____

Signature: _____

Title: Interim City Attorney _____

Date: _____

Attest:

By: Laura Burbridge _____

Signature: _____

Title: City Clerk _____

Date: _____



Job Description for the City of Republic, MO

Position Title: City Administrator
FLSA Status: Exempt
Pay Range: Unclassified

Primary Purpose

Manages and oversees all operations, personnel, facilities, and finances for the City of Republic, ensuring tasks, processes, and responsibilities are accomplished as defined and in accordance with the overall Mission, Vision, & Values. Coordinates and implements the current budget, programs, and policies adopted. Ensures appropriate communication to council, boards, commissions, civic groups, the public, and, as required, the media.

Supervision

Under the general supervision of the Mayor and City Council.

Essential Duties & Responsibilities

1. Responsible for all affairs placed in the Administrator's charge by or under the charter of the City.
2. Provides effective, professional leadership, positioning the City to meet the community's needs and future needs through strategic planning, allocation of City resources, and prioritization for the City staff and departments.
3. Attends all City Council meetings and may participate, but not vote, in discussion. If unable to attend meeting, provides a designee to participate on their behalf.
4. Sees that all laws, provisions of current charter, acts of the Council subject to enforcement by the City Administrator, personnel policies and the employee handbook, and City Ordinances are enforced.
5. Prepares and submits the annual budget and capital improvement program to the Mayor and Council as required.
6. Submits to the Mayor and Council, and make available to the public, a complete report on the finances and administrative activities of the city at the end of each fiscal year.
7. Provides miscellaneous reports as the Council may require concerning the operations of City departments, offices and agencies subject to the City Administrator's direction and supervision.
8. Keeps the Mayor and Council fully advised as to the City's financial condition and future needs and makes such recommendations concerning the affairs of the City.
9. Except as otherwise provided by the Council, the City Administrator shall approve and sign on behalf of the City all instruments required to implement the Council's approved budget, all documents related to the administration and management of employees, all administrative policies, all capital project contracts and professional services agreements, and all contracts and agreements related to the administration and management of government business.
10. Performs other duties as assigned or required.

Important Duties

1. Communicates official plans, policies, and procedures to the Mayor, Council, staff, and community.
2. Advises on effective strategic plans, community needs, and policy in the interest of the City.
3. Attends various meetings, committees, and events in the interest of the City.
4. Provides direction, leadership, and development to assigned City departments and directors. Has the ability to inspire confidence in citizens, staff, and Council.
5. Serves as a liaison on behalf of the City with other government officials, agencies, and groups.

Minimum Qualifications

Education & Experience

- Must be a graduate of an accredited University or College. Master's degree in Public or Business Administration or related field preferred. Job related experience may be substituted for the education requirement on a year-for-year basis.
- Must possess at least ten (10) years of professional and responsible experience in related field, preferably including at least five (5) years in government management role or equivalent.

Knowledge, Skills, & Abilities

Must be able to read, understand and interpret a variety of information including city ordinances; Must be able to make sound decisions within established guidelines and procedures; Must possess the ability to respond effectively to the most sensitive inquiries or complaints; Must possess knowledge of State of Missouri laws, regulations, and guidelines relating to municipal government; Must possess advanced working knowledge of the Microsoft Office Suite; Must possess superior communication skills including the ability to convey messages clearly and concisely in verbal and written form; Must maintain a high level of confidentiality; Must be capable of utilizing creative problem-solving skills to address difficulties relating to a wide range of issues and situations; Must be able to maintain projects effectively and meet firm deadlines; Must be able to maintain records and prepare reports; Must have the ability to promote a calm and positive image and the ability to diffuse a negative situation; Must be able to make decisions under pressure in areas of responsibility.

Must be able to perform effectively as a member of a team in carrying out the City's Mission, Vision, & Values as well as the Trust Edge Experience©, which further establishes the foundation for our Mission, Vision, & Values through the 8-Pillars of trust, which are: Clarity, Compassion, Character, Competency, Commitment, Connection, Contribution and Consistency. Overall professionalism displaying the utmost integrity, discretion, courtesy, cooperation, discipline, and behavior.

Special Requirements

- Must possess a valid Missouri State Driver's license.
- Current ICMA certification preferred.

Supplemental Information

Physical Demands

Performs bending, sorting, kneeling, and reaching to both ground level and overhead as required for such tasks as retrieving files; lifts and carries up to 10 pounds; pushes and pulls up to 25 pounds; must be able to hold and grip objects; may be subject to sitting for long periods of time; ability to operate a computer keyboard and mouse.

Work Environment

Primarily indoors with heating and cooling in a general office environment. May be required to visit construction or project sites as needed outdoors.

Selection Guidelines

Formal application, rating of education and experience, oral interview, reference check and job-related tests may be required.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

THE CITY OF REPUBLIC IS AN EQUAL OPPORTUNITY EMPLOYER.

Individuals with disabilities should request reasonable accommodations in accordance with the Americans with Disabilities Act prior to testing or appointment. Proof of United States Citizenship/Authorization to Work in the United States as established by the immigration Reform Act of 1986 is a condition of employment. We are committed to diversity and a drug-free workplace. Pre-employment drug testing is required.

My signature certifies that I have read the job description and can perform the essential functions of the job with or without reasonable accommodation.

Employee Signature

Date

Revised May 2025