

**AGREEMENT FOR EMPLOYMENT BY AND BETWEEN THE  
CITY OF POPLAR BLUFF, MISSOURI, AND DOUG BAGBY**

**THIS AGREEMENT**, made this 26<sup>th</sup> day of August, 2003, by and between **The City of Poplar Bluff, Missouri, a Municipal Corporation**, hereinafter referred to as "**City**"; and **Doug Bagby**, hereinafter referred to as "**Employee**".

**WITNESSETH**

**WHEREAS**, the City of Poplar Bluff, by and through the City Council of the City of Poplar Bluff, deems Doug Bagby to be a fit and proper person to assume the position of City Manager of the City of Poplar Bluff; and,

**WHEREAS**, City and Employee desire to agree upon the terms of Employee's future employment with the City, and, in addition thereto, to agree as to certain benefits of said employment.

**NOW, THEREFORE**, in consideration of the mutual covenants hereinafter stated, City and Employee hereby agree as follows:

1. **Employment.** City hereby employees Employee and Employee hereby accepts employment as City Manager of the City of Poplar Bluff upon the terms and conditions of this agreement.

2. **Term.** The initial term of this agreement shall be for a period of three (3) years, and shall begin on September 1, 2003 and shall terminate on August 31, 2006. Said three year term shall automatically renew annually upon each anniversary of this agreement.

During this initial three (3) year term, if either party chooses to terminate this agreement, Employee shall have the option to be reinstated to his position as General Manager of the

Municipal Utilities Department of the City of Poplar Bluff with no further obligations or entitlements under this agreement.

This option shall terminate after the initial three (3) year term of this agreement.

3. **Compensation and benefits.** For all services rendered by Employee as City Manager, City shall pay Employee the following amounts:

- a. A salary of \$85,000.00 during the first year of this agreement; a salary of \$90,000.00 during the second year of this agreement; and a salary of \$95,000.00 during the third year of this agreement.
- b. In addition, Employee shall be entitled to any wage increases given to General Fund employees of the City of Poplar Bluff as long as Employee holds the position of City Manager.
- c. Employee's wages shall be paid from the Municipal Utilities Department of the City of Poplar Bluff, and the City's General Fund shall reimburse the Municipal Utilities Department a total amount of \$18,000.00 during the first year of this agreement; and will further reimburse the Municipal Utilities Department a total amount of \$23,000.00 during the second year of this agreement and shall reimburse the Municipal Utilities Department a total amount of \$28,000.00 during the third year of this agreement.
- d. At the end of the initial three year term, the General Fund shall reimburse the Municipal Utilities Department for fifty percent (50%) of Employee's salary.
- e. For purposes of the City's retirement under the Missouri Local

Government Employees Retirement System (LAGERS), Employee shall remain on the payroll of the Municipal Utilities Department.

- f. Employee shall be entitled to all benefits accorded to employees of the City of Poplar Bluff, including retirement, health insurance, life insurance, worker's compensation, vacation and sick leave, as set forth in the Code of Ordinances for the City of Poplar Bluff. For purposes of vacation and sick leave computation, Employee shall have credited to him all years of prior employment with the City. Employee shall further be entitled upon retirement to receive those health insurance benefits that are in effect for employees for the Municipal Utilities Department at his retirement, including the payment of Employee's health insurance premiums until Employee reaches the age of 65.
- g. Employee shall furnish his own vehicle, and shall be responsible for his own maintenance and fuel. The City shall reimburse Employee for all mileage related to employment as set forth in the Code of Ordinances for the City of Poplar Bluff.

4. **Duties.** Employee shall perform the duties of City Manager of the City of Poplar Bluff, as set forth in the laws of the State of Missouri and the Code of Ordinances for the City of Poplar Bluff, Missouri. Employee shall be required to reside within the city limits for so long as he shall hold the position of City Manager.

5. **Severability.** The parties acknowledge that it is their intention that the provisions of this agreement be binding only to the extent that they may be lawful under existing

applicable laws, and in the event that any provision of this agreement is determined by a court of law to be overly broad or unenforceable, the valid provisions shall remain in full force and effect.

6. **Notice.** Any notice required or permitted to be given hereunder shall be sufficient if in writing and delivered in person or by mail. If sent by mail, said notice shall be addressed as follows:

If to Employer: Mayor and City Council  
City Hall  
101 Oak Street  
Poplar Bluff, Missouri 63901

If to Employee: The City Manager  
City Hall  
101 Oak Street  
Poplar Bluff, Missouri 63901

or to such other address as the parties hereto may specify, in writing, from time to time.

7. **Governing Law.** This agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

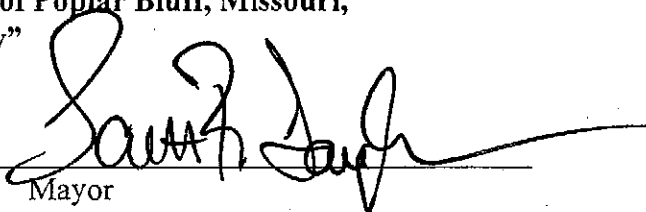
8. **Entire Agreement.** This instrument contains the entire agreement of the parties with respect to the subject hereof. It may not be changed orally, but only by an agreement in writing, signed by all parties hereto.

**IN WITNESS WHEREOF,** the parties hereto have executed this agreement the day and year first above written.

City of Poplar Bluff, Missouri,  
"City"

By: \_\_\_\_\_

Mayor



Attest: William W. Perry  
City Clerk

**DOUG BAGBY**  
"Employee"

Doug Bagby