

**TENTATIVE AGENDA
RAYTOWN BOARD OF ALDERMEN
MAY 27, 2025**

SPECIAL SESSION NO. 1
RAYTOWN CITY HALL
10000 EAST 59TH STREET
RAYTOWN, MISSOURI 64133
6:00 P.M.

AND
ONLINE ZOOM WEBINAR

ZOOM.US/JOIN
WEBINAR ID: 894 8051 6897
PASSCODE: 356225

Roll Call

Public Comments

LEGISLATIVE SESSION

REGULAR AGENDA

NEW BUSINESS

- 1. R-3712-25: A RESOLUTION** RATIFYING THE APPOINTMENT OF DIANE EGGER TO THE CITY ADMINISTRATOR POSITION FOR THE CITY OF RAYTOWN AND APPROVING AN EMPLOYMENT AGREEMENT BETWEEN THE CITY AND DIANE EGGER TO SERVE IN SUCH CAPACITY. Point of Contact: Mayor McDonough.

ADJOURNMENT

CITY OF RAYTOWN
Request for Board Action

Date: May 23, 2025

Resolution No.: R-3712-25

To: Mayor and Board of Aldermen

From: Teresa Henry, City Clerk

Action Requested: Approval of a Resolution ratifying the appointment of Diane Egger as City Administrator and authorizing the execution of an employment agreement with her for such purposes.

Recommendation: Approve the Resolution.

Analysis: The Board of Aldermen previously met in closed session, authorized and duly noticed under the Sunshine Law, to discuss the appointment of Ms. Egger as City Administrator. Further, the Board directed staff to prepare an agreement with Ms. Egger setting forth the terms and conditions of her appointment.

The Resolution is a formality to publicly ratify the appointment of Ms. Egger to the position of City Administrator and approve the employment contract.

Alternatives: Not present the ratification at a public meeting of the Board of Aldermen.

A RESOLUTION RATIFYING THE APPOINTMENT OF DIANE EGGER TO THE CITY ADMINISTRATOR POSITION FOR THE CITY OF RAYTOWN AND APPROVING AN EMPLOYMENT AGREEMENT BETWEEN THE CITY AND DIANE EGGER TO SERVE IN SUCH CAPACITY

WHEREAS, the City of Raytown has completed an employment search to hire a City Administrator due to the resignation of the current City Administrator; and

WHEREAS, the Board of Aldermen desire to appoint Diane Egger to the position of City Administrator and further desire to enter into an individual employment agreement with Diane Egger to fill the position of City Administrator for the City;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, MISSOURI, AS FOLLOWS:

THAT, the appointment of Diane Egger as City Administrator is hereby ratified and confirmed; and

FURTHER THAT the Employment Agreement between the City of Raytown and Diane Egger, attached hereto as Exhibit "A" and made a part hereof by reference is hereby approved; and

FURTHER THAT as stated in Chapter 2, Article III, Section 2-125, the residency requirement is hereby waived during the appointment and tenure of Diane Egger with approval of this Resolution; and

FURTHER THAT the signatures of the Mayor and City Clerk on such Employment Agreement are hereby ratified and the Mayor and City Clerk are hereby authorized to execute any and all other documents necessary and incidental to carry out the intent of said agreement.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 27th day of May, 2025.

Michael McDonough, Mayor

ATTEST:

Teresa M. Henry, City Clerk

Approved as to Form:

Jennifer M. Baird, City Attorney

EMPLOYMENT AGREEMENT

This Agreement, made and entered into this 27th day of May 2025, (hereinafter the "execution date") by and between the City of Raytown, Missouri, a municipal corporation (hereinafter "City") and Diane Egger (hereinafter "Employee").

WHEREAS, the City desires to employ Diane Egger as its City Administrator, effective May 27, 2025; and

WHEREAS, the City and the Employee desire to enter into an agreement for the duties, compensation, benefits, and other conditions of employment with the City of Raytown, Missouri.

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, the parties agree as follows:

1) Duties.

- a) The City agrees to employ Employee as City Administrator, effective May 27, 2025, (hereinafter the "effective date") to perform the duties specified in the Raytown Code of Ordinances, Raytown City Policies, the laws of the State of Missouri, the duties listed in the job description for this position, and other legally permissible and proper duties, as assigned to the City Administrator.
- b) Employee agrees to serve as City Administrator and perform all duties specified in the Raytown Code of Ordinances, Raytown City Policies, the laws of the State of Missouri, the duties listed in the job description for this position, and other legally permissible and proper duties, as assigned to the City Administrator.

2) Term. The initial term of this agreement shall be for a 4-year period from May 27, 2025 to May 27, 2029. This agreement shall automatically be extended on its expiration for a one-year period unless notice is given at least six months before the expiration date. In the event the agreement is not renewed, all compensation, benefits and requirements of the agreement shall remain in effect until the expiration of the term of the Agreement unless the Employee voluntarily resigns.

3) Professional Certification. Employee is required to obtain ICMA credentials (ICMA Credentialed Manager) no later than four (4) years from the date of this Agreement. Employer agrees to include all costs associated with the credentialing process (tuition, travel and subsistence expenses) with those covered in Item 8 of this Agreement.

4) Salary.

- a) Beginning on the effective date of this agreement, the City shall pay the Employee \$140,000.00 as an annual salary in accordance with City payroll policies. The City periodically provides for salary adjustments based on the market, internal equity, and merit. Merit salary increases, if given, will be based upon satisfactory or better performance during each year of employment. Any merit salary increase is at the discretion of the Mayor and Board of Aldermen, in accordance with the City's approved budget. The Employee is to be awarded any cost of living adjustments available to the general employee groups, as budgeted by the Mayor and Board of Aldermen.

- b) The Employee's duties require exclusive and unrestricted use of an automobile. The City shall pay to Employee, during the term of this Agreement and in addition to other salary and benefits herein provided, the sum of \$6,000.00 per year, payable monthly or bi-weekly as a vehicle allowance to be used to purchase, lease, or own, operate and maintain a vehicle. 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 expense's attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle.
- c) The City shall provide Employee with a city-owned laptop computer, software and cellular telephone, with unlimited internet and data, required for the Employee to perform the job and maintain communication.

5) Performance Evaluation and Merit Consideration.

- a) Following the effective date, the Mayor, Board of Aldermen and the Employee shall define goals and performance objectives that they determine necessary for the proper operation of the City and for the attainment of the City's policy objectives and shall further establish a relative priority among those various objectives. Six months following effective date, the Mayor, Board of Aldermen and the Employee shall review and, as necessary, redefine goals and performance objectives that they determine necessary for the proper operation of the City and for the attainment of the City's policy objectives and shall further establish a relative priority among those various objectives.

Annually thereafter, the Mayor, Board of Aldermen and the Employee shall define goals and performance objectives that they determine necessary for the proper operation of the City and for the attainment of the City's policy objectives and shall further establish a relative priority among those various objectives. Such goals and objectives shall be in writing and shall be generally attainable within the time limitations as specified. In addition, Employee shall be provided with an adequate annual operating budget, capital budget and other budgetary appropriations necessary to assist with attainment of such goals and performance objectives.

- b) The Mayor and Board of Aldermen shall review and evaluate the performance of the Employee at least once annually in advance of the adoption of the City's annual operating budget. Said review and evaluation shall be in accordance with the performance goals for the Employee developed with the Mayor and Board of Aldermen.
- c) Merit consideration for salary increases will be provided at least once each year of employment.

6) Vacation and Leave Accrual.

- a) Annual accrual of all leave time shall be credited as if Employee has been employed with the City for five (5) years.
- b) In all other respects, the Employee shall accrue leave and be paid for such accrued leave upon termination from the City in the same manner as other employees employed by the City for five (5) years.

7) Employee Benefits.

- a) The City shall provide other standard employee benefits, such as medical, dental, vision, and life insurance in the same manner as such benefits are provided to all other employees.
- b) The City agrees to enroll Employee in the Missouri State Local Government Employees Retirement System and to make all the appropriate contributions on the Employee's behalf for the required employer's and employee's required contributions,
- c) The City shall execute all necessary agreements provided by Nationwide or other qualified Section 457 deferred compensation plan ("Deferred Compensation Plan") for Employee's participation.

In addition to the base salary paid by the City to Employee, the City agrees to contribute an amount equal to five (5) percent of Employee's base salary, inclusive of any market or merit adjustments, into a Deferred Compensation Plan, as directed by the Employee. Contributions by the City to the Deferred Compensation Plan shall be made by the City in an equal, proportionate amount each pay period. The corpus of Employee's Deferred Compensation Plan shall be transferred, at Employee's direction, upon Employee's resignation or termination. The City and the Employee shall fully disclose to each other the financial impact of any amendment to the terms of Employee's Deferred Compensation benefit.

- d) The Employee, in the Employee's sole discretion, may elect not to participate in the health and/or dental insurance coverage provided to employees, if the Employee is covered by other insurance providing benefits comparable to what the City offers. If Employee elects not to participate, employee shall be compensated in the same manner as provided for other City employees under the City's personnel policies.

8) Hours of Work, Dues, Subscriptions and Expenses. Employee's hours of work, dues, subscriptions, professional development, memberships and general expenses shall be in accordance with the City's policies and guidelines for department directors, unless in conflict with the terms of this Agreement, in which event the terms of this Agreement shall prevail. The City shall pay membership fees for such standard associations and attendance at recognized conferences of professional organizations necessary for the Employee to fully discharge the duties and responsibilities of the position. General expenses for such activities shall be in accordance with budgetary/fiscal guidelines approved by the Mayor and Board of Aldermen.

9) Notice of Resignation. If the Employee voluntarily resigns the position as City Administrator, Employee shall provide the City with a minimum of sixty (60) days written notice, in advance, unless such notice is waived, by the concurrence of a majority of the Board of Aldermen.

10) Payment of Benefits. Upon termination without cause or resignation from the position, the Employee shall receive compensation for all accrued leave, in accordance with City Ordinances and Policies.

11) Indemnification. To the maximum extent permitted by law, the City agrees to defend, indemnify, and hold harmless the Employee against any and all claims, demands, suits, actions or proceedings of any kind or nature arising out of the good faith performance by the Employee of the duties and responsibilities of the position, provided that the Employee's performance is not contrary to established ordinances, resolutions, policies and reasonable standards of conduct.

12) Termination. The Employee may be terminated with or without cause by the Mayor and/or Board of Aldermen as provided herein. The Mayor, with the consent of a three-fourths (3/4) vote majority of the Board of Aldermen, may remove Employee from office at will, and Employee may also be removed by a three-fourths (3/4) vote of the Board of Aldermen independently of the Mayor's approval or disapproval.

- a) In the event the Employee is terminated without cause, or the Employee's position is eliminated due to non-appropriation, the City shall pay the Employee a severance payment consisting of a salary continuation for a period of 12 months at Employee's then current salary, and the City contributions to the Deferred Compensation Plan, payable bi-weekly, provided that if Employee becomes employed during such 12 month period Employee shall promptly notify City of such re-employment and City shall deduct the amount of the Employee's new salary from any remaining amounts due under such severance payment(s) provided herein, unless otherwise agreed to in writing by the City and the Employee. Upon such termination of employment, the Employee shall receive accrued vacation and other benefits as provided by this Agreement, and shall, during the said 12-month period, receive health, dental, and life insurance in accordance with the City's personnel policies, the cost of which shall be paid by the City at the same rate as prior to the termination. Employee shall not accrue any additional vacation, sick, or other leave after termination.
- b) In the event the Employee is terminated with cause, the City shall pay to the Employee no severance as defined above and the City shall have no further liability under this Agreement for payment of compensation or benefits pursuant to the terms of this Agreement, except for any benefits that by law must continue after Employee's termination.
- c) If the City, its governing body, its citizens, or the Missouri General Assembly: 1) adopts a charter form of government for the City or 2) amends the provisions of any such charter, the code of ordinances, or the enabling legislation, any of which pertain to the role, powers, duties, authority, or responsibility of the Employee's position as City Administrator, that substantially changes the form of government, the Employee shall have the right to declare that such amendments constitute a termination without cause.
- d) If the City reduces the base salary, other compensation or any financial benefit provided to the Employee, unless such reduction is applied to Employee in no greater percentage than it is applied to all department heads, or if the City fails to budget for the position of City Administrator, such action shall constitute a breach of this agreement and will be regarded as a termination without cause.
- e) If Employee resigns following an offer or suggestion to resign, made by the City and representative of a majority of the entire governing body, whether such offer is formal or informal, then the Employee may resign, and such action will be regarded as a termination without cause.
- f) For purposes of this Agreement the term "cause" shall include any one of the following, as determined by a majority of the governing body for the City of Raytown, based on competent and substantial evidence.

- i) Conviction of a felony or misdemeanor of any federal, state or local law involving moral turpitude or conduct tending to reflect discredit upon the City; conduct tending to seriously impair continued usefulness of Employee as City Administrator; or other conduct resulting in personal gain in connection with Employee's responsibilities as City Administrator; or
- ii) Any serious breach of this Agreement or the personnel regulations of the City; or
- iii) Serious neglect of Employee's duties as City Administrator as outlined in this Agreement, state law and the City Code, or purposeful and substantial neglect of the City Administrator's written performance goals and objectives.

13) Resolution of Disputes. The City and the Employee agree to first attempt to resolve any disputes or obtain needed clarification arising out of the interpretation of this Agreement through mutual discussion

14) Modification or Changes to This Agreement. This Agreement shall remain in full force and effect until modified by the parties. Any modification of the terms of this Agreement must have the concurrence of a three-fourths (3/4) majority of the entire Board of Aldermen, be in writing and be executed by the City and the Employee.

15) Terms of Agreement to Govern. This Agreement constitutes the entire understanding and agreement of the parties and shall govern the terms of employment with the City. This Agreement supersedes all negotiations or previous agreements between the parties. This Agreement shall be governed by such ordinances, rules/regulations and policies established by the Board of Aldermen, unless otherwise specifically provided herein.

16) Severance of Terms of Agreement. Invalidation of any part of this Agreement by judgment or court action shall in no way affect any of the other provisions, which shall remain in full force and effect.

17) Notice. Any notice required to be given hereunder shall be sufficient and deemed given when in writing, and sent by certified or registered mail, return receipt required, first-class posted prepaid, email, or by courier service to the City at: Mayor, 10000 East 59th Street, Raytown, MO 64133 or to the Employee at the most recent address given in the Employee's personnel file or by email.

18) Law of Missouri to Govern. This Agreement shall be construed according to the laws of the State of Missouri, without giving effect to the conflict of law provisions thereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first written above.

EMPLOYEE: _____ Diane Egger

EMPLOYER: _____ Michael McDonough, Mayor

ATTEST: _____ Teresa M. Henry, City Clerk