

**AGENDA**

**SPECIAL MEETING OF THE COMMON COUNCIL FOR THE CITY OF BESSEMER  
TO BE HELD IN THE COUNCIL CHAMBERS AT CITY HALL  
ON WEDNESDAY, AUGUST 23RD, 2023 AT 4:00 PM**

**The purpose of this meeting is to discuss possible resignation of the current City Manager, the Clerk Treasurer Options, and the possible posting of a City Manager**

**To leave a voicemail to the city council which will be played back at the city council meeting during public comment, please call city hall at 906-663-4311 and press 107.**

**CALL TO ORDER**

**COUNCIL MEMBERS: Zak, Kryshak, Nelson, Tirpik, Coleman**

**PLEDGE OF ALLEGIANCE – ROLL CALL**

**AGENDA APPROVAL**

**PUBLIC COMMENT ON AGENDA ITEMS**

**NEW BUSINESS:**

- 1) City Manager Resignation Letter / Clerk Treasurer Options
- 2) Posting for City Manager Opening

**PUBLIC COMMENT:**

**ADJOURN – City Council Meeting**

## Jennifer Adams

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**From:** Jennifer Adams  
**Sent:** Wednesday, August 16, 2023 8:22 AM  
**Subject:** My role at the City of Bessemer  
**Attachments:** resignation.docx

Councilors,

After much thought and consideration, I have the following proposal for you.

I would like to offer to return to the Clerk/Treasurer position effective immediately. I will do so at a salary of \$65,000/year with all other terms of my current contract remaining the same. If you would like me to act as interim City Manager while that vacancy is posted and filled, I will fill the interim City Manager role at an additional salary of \$2,000/pay period, not to exceed December 31, 2023.

Alternatively, you can accept my resignation letter attached. If you choose to accept my resignation, I will be available to hire on a contract basis to train the incoming Clerk/Treasurer.

*Jenny Adams*

City Manager & Interim Clerk/Treasurer - City of Bessemer, MI  
Administrator – Bessemer Area Sewer Authority  
Phone: (906)663-4311  
<https://www.cityofbessemer.org>

August 16, 2023

Councilors,

Please accept this as my letter of resignation as City Manager. My final day with the City of Bessemer will be Friday, September 22, 2023.

If I can be of any assistance during my transition out of my role with the City, please let me know.

Sincerely,

Jennifer Adams

**CITY OF BESSEMER, MICHIGAN  
EMPLOYMENT CONTRACT  
FOR  
CITY MANAGER**

THIS AGREEMENT, by and between the City of Bessemer, a Municipal Corporation organized and existing under the laws of the State of Michigan, hereinafter referred to as "Employer", and Jennifer Adams, hereinafter referred to as "Employee."

Employer, for good and valuable consideration offers to employ Employee as a full time City Manager, as provided by Chapter 7 of the City Charter, and Employee accepts the offer under the following mutual covenants, terms and conditions:

**SECTION I. DUTIES**

Employer agrees to employ Employee and Employee accepts employment in the position of City Manager. Employee agrees to perform the duties of City Manager as specified in the City Charter, City Ordinances, job description, and such other reasonable duties and functions as the City Council shall lawfully assign from time to time.

**SECTION II. EFFECTIVE DATE, DURATION AND SALARY**

This agreement shall be in effect for four years commencing January 1, 2023 and ending December 31, 2026.

Year 1:

1/1/2023-12/31/2023 - \$70,000, plus 3 weeks (120 hours) vacation and all other current terms/benefits.

Year 2

1/1/2025-12/31/2025 - \$71,400 (+2%), plus 3.5 weeks (140 hours) vacation and all other terms/benefits.

Year 3:

1/1/2025-12/31/2025 - \$72,828 (+2%), plus 4 weeks (160 hours) vacation and all other terms/benefits.

Year 4:

1/1/2026-12/31/2026 - \$74,285 (+2%), plus 4 weeks (160 hours) vacation and all other terms/benefits.

The following provision only applies if the City Manager leaves prior to contract expiration:

\$10,000 bonus if manager decides to leave prior to contract expiration and assists in the hiring and 30-day transition training of replacement City Manager before departure.

Note: Benefits may be adjusted, if it results in an increase, to equal any changes for Union Employees.

Salary for Employee's services shall be rendered in 26 equal installments, at the same time as other employees of the City.

### **SECTION III. WORK HOURS**

Although the typical work week is based on 40 hours, as an exempt employee, the Employee is expected to devote the time necessary to ensure performance meets or exceeds that expected by the Employer.

Employer and Employee recognize that the city manager's schedule doesn't abide by the traditional 8-4:30 schedule and acknowledges that the schedule is flexible. The city manager may compensate for evening and weekend hours by taking time off during the traditional hours as long as it doesn't interfere with completing work or tasks assigned by the employer.

Employee shall not be entitled to compensatory time off.

### **SECTION IV. EMPLOYEE EVALUATION**

The Employer shall conduct a formal evaluation of the Employee's job performance no later than the second City Council meeting following each employment anniversary year. A joint evaluation instrument shall be developed between the Employee and Employer outlining expectations and review criteria. The annual performance evaluation shall at all times be conducted in a closed session of the City Council, pursuant to Section 8(a) of Michigan's Open Meetings Act (MCL 15.268) and the evaluation report shall be maintained as part of the minutes of the closed session and shall not be publicly disseminated, except as permitted by the Open Meetings Act. In the event that the employee requests the evaluation be conducted in an open session of the City Council, the evaluation report shall be subject to production pursuant to Michigan's Freedom of Information Act and as otherwise required by law. Nothing herein shall prohibit the City Council or Employee from sharing the content of the evaluation with their respective legal counsel.

### **SECTION V. TRAVEL INSIDE AND OUTSIDE OF THE LOCAL AREA**

The local area is defined as to, from, and within the cities of Bessemer, Wakefield, and Ironwood.

Mileage reimbursement for travel inside the local area will be paid quarterly, at the Internal Revenue Service rate in effect at the time of travel and be supported by an itemized log depicting dates, location, purpose of travel, and number of miles driven.

Reasonable and necessary professional travel outside of the local area while in the course of Employee's duties representing the City and in City related activities will be allowed. At the discretion and prior approval of the City Council, Employee shall be reimbursed for attendance at appropriate conferences and seminars to include, but not limited to, Michigan Municipal League conferences, Michigan Executive Association Meetings, U.P. City Manager meetings, one national conference for City Managers, and other conferences as appropriate. All related expenses shall be reimbursed to include travel reimbursed at the current IRS rate, lodging, and meals at the current stipend rate.

### **SECTION VI. PROFESSIONAL ORGANIZATIONS**

The Employer shall pay the Michigan Municipal Executive membership. Other memberships may be approved by City Council.

### **SECTION VII. CELLULAR PHONE STIPEND**

The Employer recognizes that the Employee's job responsibilities may be enhanced by, and therefore require the use of, a cellular (cell) phone.

The Employer further recognizes that the Employee's responsibilities (1) requires considerable time outside of the assigned office and it is important to the City that the Employee is accessible during those times and (2), requires the Employee to be accessible outside of scheduled or normal working hours where time sensitive decisions/notifications are required.

Therefore, the Employer shall pay a monthly stipend of \$40 to compensate the Employee for the business-related costs incurred when using their individually-owned cell phone. Due to the requirements of the preceding paragraph, the stipend will be treated as a working condition fringe benefit, the value of which is excludable from the Employee's income (IRS Notice 2011.72).

Purchase of a personal cell phone, activation fees, and insurance, and for the repair or replacement of a lost or damaged personal cell phone – whether occurring on or off duty – is the sole responsibility of Employee.

#### **SECTION VIII. HOLIDAYS**

The Employee will be eligible to receive all city-recognized holidays off with pay. These holidays are outlined in the union handbook.

#### **SECTION IX. RETIREMENT**

The Employer shall contribute 2% of the Employee's base salary to a MERS HCSP account monthly.

The HCSP contribution amount is subject to change the same as any union employee hired after January 1, 2022.

#### **SECTION X. PENSION**

The Employee shall continue participation in the Municipal Employees Retirement System PA 135. The City's Retirement Plan under MFRS PA 135, as amended, will be the "B2" Plan, FAC 3 Rider, and F-55/20 Rider, and the addendum for Defined Benefit Plan Adoption Agreement as adopted 12/07/2020 will be included in the Retirement Program at the expense of the Employer.

The pension plan is subject to change to coincide with changes in the plan for all other union and non-union City employees.

#### **SECTION XI. HEALTH CARE, DENTAL AND VISION COVERAGE**

The Employer shall provide to the Employee the same health care, dental and vision coverage as all other employees of the City are provided with the Employee making the same contribution to the premium payment as all other employees, in accordance with the laws of the State of Michigan.

An IRS Section 125 **Health Savings Account** will be established for the Employee in the same manner as for all other City employees. Any employee contributions toward the hospitalization medical coverage shall be deducted pre-tax.

#### **SECTION XII. LIABILITY INSURANCE**

The Employer shall include Employee for errors and omissions coverage under Employer's insurance policy for public officials.

### **SECTION XIII. LIFE INSURANCE**

The Employer shall pay the full premium of term life insurance for the Employee at a face value of \$10,000 while employed and \$10,000 face value when on retirement. To be eligible for retirement as provided above, Employee must have ten (10) years of service.

Health and accident weekly benefits shall be \$100 per week.

The life insurance and health & accident policy is subject to change and shall follow what is written in the union handbook.

### **SECTION XIV. VACATION**

Vacation credited per calendar year, not contract year. The employee may elect to carry over a maximum of forty (40) hours of vacation time each year. Hours in excess of the elected carry over amount remaining at the end of the year shall be paid to the employee.

Refer to Section XVII for payment of accrued, but unused vacation time at termination.

### **SECTION XV. SICK LEAVE**

Sick leave shall be twelve (12) days per year, credited per calendar year. Earned, but unused sick leave may be accumulated throughout the duration of employment with a maximum one hundred and twenty (120) days accumulation.

Once the Employee has reached the maximum accumulation of sick leave, 24 hours shall be converted at fifty percent (50%) into the HCSP.

Refer to Section XVIII for payment of accrued, but unused sick leave at termination.

While on sick leave, the Employee shall be deemed to be on continued employment for the purpose of computing all benefits referred to in this agreement and will be construed as days worked.

The Employer may require written verification for any utilization of sick leave beyond three consecutive days by the Employee when the Employer has reasonable suspicion the absence was not due to sickness or when a demonstrable pattern of inappropriate use of sick leave occurs.

Verification of utilization shall be a written statement from a certified medical provider indicating that the Employee's absence from work was due to illness. Certified medical providers include: physician, physical therapist, clinical psychologist, dentist, oral surgeon, chiropractor, podiatrist, certified nurse practitioner, or certified nurse midwife.

### **SECTION XVI. PERSONAL LEAVE**

Personal leave shall be three days per year, credited per calendar year. This leave shall be non-accumulative.

Personal leave is subject to change and shall follow what is written in the union handbook.

See Section XVIII for payment of accrued, but unused personal leave at termination.

### **SECTION XVII. FUNERAL LEAVE**

The Employee shall be allowed up to three working days as Funeral Leave for a death in the immediate family, with one additional day allowed if the Employee must travel over 200 miles one way. Immediate family shall be defined as: Father, Mother, Brother, Sister, Spouse, Son or Daughter, Mother-in-Law, Father-in-Law, or Grandparents.

Funeral leave is subject to change and shall follow what is written in the union handbook.

### **SECTION XVIII. TERMINATION**

This Agreement may only be terminated for just cause or mutual agreement given at least 30 days prior to the termination taking effect. The Employer may terminate for just cause in less than the 30-day notice requirement.

### **SECTION XIX. REIMBURSEMENT FOR VACATION, SICK, AND PERSONAL DAYS UPON TERMINATION OF EMPLOYMENT**

At the time of employment termination, and with the exception of termination for just cause or failure to follow the notice requirements in Section XVIII, the Employee may redeem the number of earned, but unused, vacation, sick, and personal days accumulated during the contract period. If termination is due to just cause or if the Employee does not follow the notice requirements in Section XVIII, no time accumulated under the provisions of this contract shall be redeemed.

#### **Terms**

- **Termination** is herein defined as retirement, resignation, or non-renewal of contract.
- **Hourly Rate** shall be calculated by dividing the annual salary at time of termination by two thousand eighty (2,080) hours
- **Percentage of Allowed Redeemable Hours** shall be calculated by multiplying the amount of earned, but unused hours, by the following:
  - **Vacation** – 100%
  - **Personal** – 100%
  - **Sick** – 50%

### **SECTION XX. INDEMNITY**

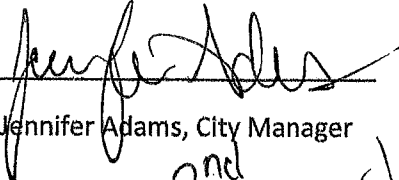
The City will defend and indemnify the Employee to the extent allowed by the law. The City shall defend, indemnify, and hold harmless Employee against any and all civil claims, demands, suits, actions, or proceedings of any kind or nature arising out of performance by Employee of her official duties and responsibilities as City Manager. This indemnification shall not apply to any criminal proceedings which may be filed against the Employee.

### **SECTION XXI. GENERAL PROVISIONS**

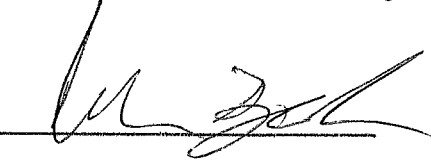
- A. The covenants, terms and conditions of this contract shall constitute the entire Agreement between the parties.
- B. This Contract may be amended only in a written instrument signed by both parties.
- C. This Contract may not be assigned.
- D. If any provision, or any portion thereof, contained in this Contract is held to be unconstitutional, invalid or unenforceable, the remainder of this Contract or portion thereof shall be deemed severable, shall not be affected, and shall remain in full force and effect.



IN WITNESS WHEREOF, Employer has caused this Contract to be signed and executed in its behalf by the Mayor and duly executed by its Deputy City Clerk, and Employee has signed and executed this Contract, in duplicate, on the day and year written.

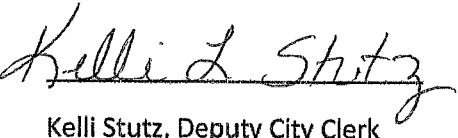
  
Jennifer Adams, City Manager

Dated this 2<sup>nd</sup> day of January, ~~2022~~ <sup>2023</sup> JA



Adam Zak, Mayor

Dated this 2<sup>th</sup> day of January, ~~2022~~ <sup>2023</sup> AZ

  
Kelli Stutz, Deputy City Clerk

Dated this 3<sup>rd</sup> day of January, ~~2022~~ <sup>2023</sup> KS

**CITY OF BESSEMER, MICHIGAN  
EMPLOYMENT CONTRACT  
FOR  
Clerk/ Treasurer**

THIS AGREEMENT, by and between the City of Bessemer, a Municipal Corporation organized and existing under the laws of the State of Michigan, hereinafter referred to as "Employer", and Jennifer Adams, hereinafter referred to as "Employee."

Employer, for good and valuable consideration offers to employ Employee as a full time Clerk/ Treasurer, as provided by the City Charter, and Employee accepts the offer under the following mutual covenants, terms and conditions:

**SECTION I. DUTIES**

Employer agrees to employ Employee and Employee accepts employment in the position of Clerk/ Treasurer. Employee agrees to perform the duties of Clerk/ Treasurer as specified in the City Charter, City Ordinances, job description, and such other reasonable duties and functions as the City Manager and City Council shall lawfully assign from time to time.

**SECTION II. EFFECTIVE DATE**

This agreement shall begin October 1st, 2020.

Employee's annual base salary from October 1<sup>st</sup>, 2020, through December 31<sup>st</sup>, 2020, shall be \$47,000; Each year on January 1<sup>st</sup> beginning in 2021 the employee shall receive a 1.5% raise. This can be reconsidered/ negotiated when the union wages are considered. This negotiation is separate from the annual opener and can take place within 30 days of the conclusion of the union wage changes.

Salary for Employee's services shall be rendered in equal installments, at the same time as other employees of the City.

**SECTION III. WORK HOURS**

Although the typical work week is based on 40 hours, as an exempt employee, the Employee is expected to devote the time necessary to ensure performance meets or exceeds that expected by the Employer. Employer and Employee recognize that Employee's work time includes time both in and out of the office while still being available to the public as necessary.

Employee shall not be entitled to compensatory time off.

**SECTION IV. EMPLOYEE EVALUATION**

The City Manager shall conduct a formal evaluation of the Employee's job performance no later than 6 months into the hiring and every year thence.

**SECTION V. PROFESSIONAL ORGANIZATIONS**

The Employer shall pay the annual dues to the Michigan Association of Municipal Clerks for the employee to participate.

**SECTION VI. HOLIDAYS**

The Employee will be eligible to receive all city-recognized holidays off with pay.

**SECTION VII. RETIREMENT**

The Employer shall contribute a percentage of the Employee's base salary to a retirement account at the same percentage provided to all other employees.

**SECTION VIII. HEALTH CARE, DENTAL AND VISION COVERAGE**

The Employer shall provide to the Employee the same health care, dental and vision coverage as all other employees of the City. The Employee will make the same contribution to the premium payment as all other employees, in accordance with the laws of the State of Michigan.

An IRS Section 125 **Health Savings Account** will be established for the Employee in the same manner as for all other City employees. Any employee contributions toward the hospitalization medical coverage shall be deducted pre-tax.

The Employer will also contribute a percentage of the Employee's base salary to the **MERS Retirement Health Care Savings Program** at the same percentage provided to all other employees.

**SECTION IX. LIABILITY INSURANCE**

The Employer shall include Employee for errors and omissions coverage under Employer's insurance policy for public officials.

**SECTION X. LIFE INSURANCE**

The Employer shall pay the full premium of term life insurance for the Employee at a face value of \$10,000 while employed.

**SECTION XI. VACATION**

Vacation time for the date of hire until December 31<sup>st</sup>, 2020 will be 40 hours. Starting in 2021 vacation will be 80 hours with each additional year of work gaining an additional 16 hours and maxing out at 240 hours of vacation/ year. Exp.

- 2020- 40 hours of vacation
- 2021 -- 80 hours of vacation
- 2022 -- 96 hours of vacation
- 2023 -- 112 hours of vacation

**SECTION XII. SICK LEAVE**

Sick leave shall be 12 days per year. Earned, but unused sick leave may be accumulated throughout the duration of the contract. *\* Accrued monthly Pro Rata 10-7-2020 KS*

The payment of accrued, but unused sick leave at termination is the same as all employees.

While on sick leave, the Employee shall be deemed to be on continued employment for the purpose of computing all benefits referred to in this agreement and will be construed as days worked.

The Employer may require written verification for any utilization of sick leave beyond three consecutive days by the Employee when the Employer has reasonable suspicion the absence was not due to sickness or when a demonstrable pattern of inappropriate use of sick leave occurs.

Verification of utilization shall be a written statement from a certified medical provider indicating that

the Employee's absence from work was due to illness. Certified medical providers include: physician, physical therapist, clinical psychologist, dentist, oral surgeon, chiropractor, podiatrist, certified nurse practitioner, or certified nurse midwife.

**SECTION XIII. PERSONAL LEAVE**

Personal leave is three days per year. Earned but unused personal leave may be accumulated throughout the duration of the contract. One additional day may be traded from sick time.

Payment of accrued, but unused personal leave at termination is the same as all employees.

**SECTION XIV. FUNERAL LEAVE**

The Employee shall be allowed up to three working days as Funeral Leave for a death in the immediate family, with one additional day allowed if the Employee has to travel over 200 miles one way.

Immediate family shall be defined as: Father, Mother, Brother, Sister, Spouse, Son or Daughter, Mother-in-Law, Father-in-Law, or Grandparents.

**SECTION XV. TERMINATION**

The Employer or Employee may terminate this contract upon written notice given at least 30 days prior to the termination taking effect. The Employer may terminate for just cause in less than the 30-day notice requirement.

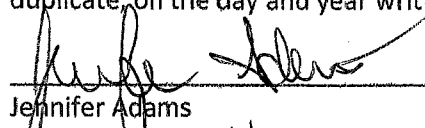
**SECTION XVI. Reopening**

This contract may be reopened by either party annually with 60 days notice. If notice is not given 60 days prior to the anniversary of the effective date, the contract will continue as is stated for the next year.

**SECTION XX. GENERAL PROVISIONS**

- A. The covenants, terms and conditions of this contract shall constitute the entire Agreement between the parties.
- B. This Contract may be amended only in a written instrument signed by both parties.
- C. This Contract may not be assigned.
- D. If any provision, or any portion thereof, contained in this Contract is held to be unconstitutional, invalid or unenforceable, the remainder of this Contract or portion thereof shall be deemed severable, shall not be affected, and shall remain in full force and effect.

IN WITNESS WHEREOF, Employer has caused this Contract to be signed and executed in its behalf by the Mayor and duly executed by its City Manager, and Employee has signed and executed this Contract, in duplicate, on the day and year written below.

  
\_\_\_\_\_  
Jennifer Adams

Dated this 25<sup>th</sup> day of September, 2020.

\_\_\_\_\_

*lrz*

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Charly Loper, City Manager

Dated this 15<sup>th</sup> day of September, 2020.

*Adam Zak*

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Adam Zak, Mayor

Dated this 16<sup>th</sup> day of September, 2020.

**CITY OF BESSEMER, MICHIGAN  
EMPLOYMENT CONTRACT  
FOR  
Clerk/ Treasurer**

THIS AGREEMENT, by and between the City of Bessemer, a Municipal Corporation organized and existing under the laws of the State of Michigan, hereinafter referred to as "Employer", and Kristie Peterson, hereinafter referred to as "Employee."

Employer, for good and valuable consideration offers to employ Employee as a full time Clerk/ Treasurer, as provided by the City Charter, and Employee accepts the offer under the following mutual covenants, terms, and conditions:

**SECTION I. DUTIES**

Employer agrees to employ Employee and Employee accepts employment in the position of Clerk/ Treasurer. Employee agrees to perform the duties of Clerk/ Treasurer as specified in the City Charter, City Ordinances, job description, and such other reasonable duties and functions as the City Manager and City Council shall lawfully assign from time to time.

**SECTION II. EFFECTIVE DATE**

This agreement shall begin February 21, 2023.

Employee's annual base salary from February 21, 2023, through December 31<sup>st</sup>, 2023, shall be \$54,000; Each year on January 1<sup>st</sup> beginning in 2024 the employee shall receive a raise to be equivalent to the raise received by union employees. This can be reconsidered/negotiated when the union wages are considered. This negotiation is separate from the annual opener and can take place within 30 days of the conclusion of the union wage changes.

Salary for Employee's services shall be rendered in equal installments, at the same time as other employees of the City.

**SECTION III. WORK HOURS**

Although the typical work week is based on 40 hours, as an exempt employee, the Employee is expected to devote the time necessary to ensure performance meets or exceeds that expected by the Employer. Employer and Employee recognize that Employee's work time includes time both in and out of the office while still being available to the public as necessary.

Employee shall not be entitled to compensatory time off.

**SECTION IV. EMPLOYEE EVALUATION**

The City Manager shall conduct a formal evaluation of the Employee's job performance no later than 6 months into the hiring and every year thence.

**SECTION V. PROFESSIONAL ORGANIZATIONS**

The Employer shall pay the annual dues to the Michigan Association of Municipal Clerks and Michigan Municipal Treasurer's Association for the employee to participate.

#### **SECTION VI. HOLIDAYS**

The Employee will be eligible to receive all city-recognized holidays, as listed in the Union Handbook, off with pay.

#### **SECTION VII. RETIREMENT**

The Employer shall contribute a percentage of the Employee's base salary to a retirement account at the same percentage provided to all other union employees hired after January 1, 2022.

#### **SECTION VIII. HEALTH CARE, DENTAL AND VISION COVERAGE**

The Employer shall provide to the Employee the same health care, dental and vision coverage as all other union employees of the City. The Employee will make the same contribution to the premium payment as all other employees, in accordance with the laws of the State of Michigan.

The Employer will also contribute a percentage of the Employee's base salary to the **MERS Retirement Health Care Savings Program** at the same percentage provided to all other union employees.

#### **SECTION IX. LIABILITY INSURANCE**

The Employer shall include Employee for errors and omissions coverage under Employer's insurance policy for public officials.

#### **SECTION X. LIFE INSURANCE**

The Employer shall pay the full premium of term life insurance for the Employee under the same term as all other union employees

#### **SECTION XI. VACATION**

Vacation time for the date of hire until December 31<sup>st</sup>, 2023, will be 80 hours. Starting in 2024 vacation will be 96 hours with each additional year of work gaining an additional 16 hours and maxing out at 240 hours of vacation/ year. Exp.

2023- 80 hours of vacation

2024 -- 96 hours of vacation

2025 -- 112 hours of vacation

2026 -- 128 hours of vacation

#### **SECTION XII. SICK LEAVE**

All sick leave terms shall be the same as union employees.

#### **SECTION XIII. PERSONAL LEAVE**

All personal leave terms shall be the same as union employees.

#### **SECTION XIV. FUNERAL LEAVE**

All funeral leave terms shall be the same as union employees.

#### **SECTION XV. TERMINATION**

The Employer or Employee may terminate this contract upon written notice given at least 30 days prior to the termination taking effect. The Employer may terminate for just cause in less than the 30-day notice requirement.

**SECTION XVI. Reopening**

This contract may be reopened by either party annually with 60 days' notice. If notice is not given 60 days prior to the anniversary of the effective date, the contract will continue as is stated for the next year.

**SECTION XX. GENERAL PROVISIONS**

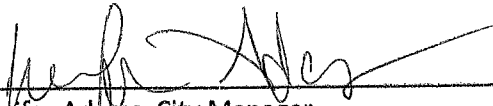
- A. The covenants, terms and conditions of this contract shall constitute the entire Agreement between the parties.
- B. This Contract may be amended only in a written instrument signed by both parties.
- C. This Contract may not be assigned.
- D. If any provision, or any portion thereof, contained in this Contract is held to be unconstitutional, invalid or unenforceable, the remainder of this Contract or portion thereof shall be deemed severable, shall not be affected, and shall remain in full force and effect.

IN WITNESS WHEREOF, Employer has caused this Contract to be signed and executed in its behalf by the Mayor and duly executed by its City Manager, and Employee has signed and executed this Contract, in duplicate, on the day and year written below.



Kristie Peterson

Dated this 21<sup>st</sup> day of February, 2023.



Jennifer Adams, City Manager

Dated this 21<sup>st</sup> day of February, 2023.



Adam Zak, Mayor

Dated this 21<sup>st</sup> day of February, 2023.