CITY OF STUART, FLORIDA

CITY MANAGER EMPLOYMENT CONTRACT

IN CONSIDERATION of the mutual agreements and promises herein, the CITY OF STUART, Florida, a municipal corporation ("City"), employs DAVID E. DYESS, 683 Pin Oak Terrace, Stuart, FL 34997 ("Dyess") as City Manager on an "at will" basis for an indefinite period, beginning at 12:00 AM on October 1, 2018, and terminating as provided herein. As City Manager, Dyess shall use his best efforts to represent the City, and he shall be responsible directly to the City Commission as provided in Sections 3.04 and 3.05 of the City Charter, and he shall work with the City staff, as required by the City Commission, and in accordance with applicable laws and ordinances.

1. Effective with the first pay check following approval of the contract and retroactive to October 1, 2018, Dyess shall be paid at the rate of an annual gross salary of One Hundred Sixty Thousand ($160,000.00) Dollars per year, payable in increments as provided to other City employees. This salary shall be adjusted for inflation from time to time with periodic cost-of-living (COLA) adjustments or General Wage Increases (GWI), the same as provided to other City employees.

2. Annual merit related salary increases may be granted for services provided to the city through a commission evaluation of performance at their discretion as granted to city department directors.

3. In addition to any other pension or retirement benefits provided by the City, on or just after each January 1st, during the period of employment, the City shall pay into a qualified retirement account selected by Dyess, an amount equal to ten percent (10%) of Dyess's total annual salary as delineated in paragraph one (1). Said funds shall be accessible to Dyess under the same federal rules and guidelines as for any other qualified retirement account.

4. It is the intention of the City Commission that the City Manager reside within the legal boundaries of the City of Stuart. However, in light of the demonstrated commitment to the Community by Dyess during his employment with the City, the City Commission is waiving this requirement. This exception to the general policy is not intended to create a precedent. This is based upon Dyess’s years of service and commitment to the City during his tenure.

5. The City Commission may terminate Dyess's employment with or without cause at any time. Should Dyess be terminated by the City for any reason other than "with cause", his employment shall terminate when directed by the City Commission, and for a period of twenty (20) weeks thereafter, as provided in F.S. 215.425(4)(a), his current salary shall be paid to Dyess (severance pay). As used herein, "with cause" shall mean any cause for which a City Commissioner may be recalled by the electorate pursuant to Sec. 100.361, Florida Statutes. In addition, Dyess may voluntarily terminate (resign or

retire) his employment with the City at any time, upon 60 days written notice, but he shall not be entitled to any severance pay as provided above.

6. The City shall be responsible for the direct payment of Dyess's dues and conference costs for the International City Management Association, the Florida City-County Management Association, and any other professional organization approved in the City's annual budget. The city will pay up to $150 per quarter for events associated with the position that Dyess would not normally attend if it were not for the position. The City also recognizes that Dyess is a certified police officer, and will continue to allow work time for training and maintain his status as part time officer to maintain his certification, and any other professional memberships and travel authorized by the City Commission in the approved annual budget.

7. Except as otherwise provided herein, the City shall provide Dyess with the same employment benefits as are provided to other City Department Directors, as may change from time to time. Such employment benefits shall include, but shall not be limited to health insurance, leaves, travel expenses, and the like, all as provided in the City's Personnel Policies. Each fiscal year the City shall provide Dyess with twenty-five (25) days of Paid Time Off (PTO), using the accrual method afforded to other fulltime city employees. Further, the City agrees that Dyess shall be entitled to health insurance benefits beginning on October 1, 2018 to ensure that his health insurance coverage does not lapse.

8. During the term of this Agreement, Dyess may accept minor non-conflicting assignments to write, teach or consult, so long as they do not interfere with his fulltime employment with the City.

9. This Contract is for personal services, and it may not be subcontracted, assigned or transferred by Dyess, except that Dyess shall be free to appoint an acting city manager in his absence.

10. During the period of employment, Dyess shall receive a $470.00 per month automobile allowance, payable by the City on or around the first payroll of each month, which shall be provided to Dyess in accordance with current IRS Regulations. Dyess agrees to utilize his personally owned vehicle (POV) in the performance of City Manager duties within the local area. City agrees to reimburse Dyess at the standard IRS mileage rate for any official use of his POV outside the local area. The local area is defined as anywhere within a fifty mile radius of the City Hall. In the event of a declared emergency, or in lieu of the IRS rate for mileage as described above, Dyess may utilize a City owned vehicle in the performance of his duties.

11. This Contract shall become effective on the date first written above, subject to its approval by the City Commission, execution by the parties, and Dyess taking an appropriate oath of office.

IN WITNESS WHEREOF, the City and Dyess have executed this contract by their duly authorized representatives on the day and year first written above.

DYESS

_____
DAVID E. DYESS

ATTEST:

_____
MARY KINDELL, CITY CLERK

CITY OF STUART, FLORIDA

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KELLI GLASS-LEIGHTON, MAYOR