

SEVERANCE AGREEMENT

This agreement is made and entered into this 20th day of September, 2022 by and between the City of Fort Scott, Kansas, (hereinafter referred to as "City") and Kelley Zellner (hereinafter referred to as "Employee"), both of whom understand as follows:

WHEREAS, the City and the Employee have entered into this severance agreement to allow the Employee to pursue other professional career paths and the City to pursue the employment of a new city manager.

WITNESSETH:

1. Kelley Zellner's employment with the City of Fort Scott is terminated by his resignation and the City's acceptance of the same.
2. The parties agree that the terms and conditions of the employment agreement between the City and the Employee dated December 3, 2021 will be adhered to except as to specific deviations which will occur as a result of this severance agreement.
3. The Employee will leave the employment of the City on or before September 20, 2022 in order to pursue additional opportunities of employment.
4. The City will begin to immediately seek the services of a new city manager and begin a search to fill that position.
5. At the time this agreement is signed, Kelley Zellner shall relinquish to the City Attorney all keys to City properties as well as any equipment including his cell phone and lap top that are in his possession.

6. All the Employee's personnel files and evaluations will be maintained in the office of human resources at the City.

7. This agreement and all questions relating to the validity, interpretation, performance and enforcement (including, without limitation, provisions concerning limitations of actions), shall be governed by and constructed in accordance with the laws of the State of Kansas, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary, and without the aid of any canon, custom or rule of law requiring construction against the draftsman.

8. The provisions of this agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.

9. This agreement sets forth all of the covenants, promises, agreements, conditions and understandings between the parties and there are no covenants, promises, agreements or conditions, either oral or written, between them other than herein set forth. No subsequent alternation, amendment, change or addition to this agreement shall be binding upon either party unless reduced in writing and signed by them.

10. Both parties agree to make no disparaging remarks about the other without risk of voiding this agreement.

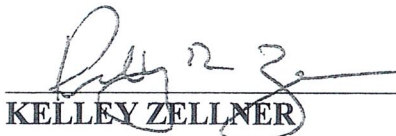
11. The City agrees to provide a letter of reference that the Employee is qualified to perform his duties and has performed the same in a professional and competent manner during his tenure at Fort Scott by September 20, 2022. The Employee is leaving the services

of the City to seek new opportunities in the advancement of his professional employment. The letter of reference will be placed in the personnel file of the Employee.

12. The Employee will have access to City information and records upon making a simple request for those records.

13. Upon departure from the City by the Employee said Employee will receive a lump sum cash payment equal to thirty (30) days aggregate salary, ~~any accumulated vacation~~ ^{leave in} ~~and sick leave~~ ^{ASZ}. In return the Employee will make himself available to assist the City and its staff in additional consultation on various City matters and projects for sixty (60) days.


KATHRYN HARRINGTON, MAYOR

 9/15/2022
KELLEY ZELLNER