

AMENDED EMPLOYMENT AGREEMENT

This Agreement is by and between the City of Alliance, Nebraska, a Nebraska first-class city having adopted a city-manager form of government (the "City"), and Seth Sorensen ("Manager").

Recitals:

- A. The City is a Nebraska city of the first class under Neb. Rev. Stat. 16-101, *et. seq.* The City has adopted a city-manager form of government under Neb. Rev. Stat. 19-601, *et. seq.*
- B. The City is in need of a qualified person to perform the duties of Manager, and Manager has the necessary skills, expertise, and availability to perform the duties.
- C. The City offered Manager the position of City Manager of Alliance, Nebraska, effective April 6, 2021 and Manager accepted. This Agreement sets forth the revised and updated terms and conditions of Manager's employment with the City.

Agreement:

1. Term:

- a. This Agreement shall supersede Manager's prior Employment Agreement with the City once this Agreement has been signed by both parties. Manager shall serve at the pleasure of the City Council and nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Council to terminate this Agreement at any time, with or without Cause, subject only to the applicable provisions set forth in section 2 of this Agreement.
- b. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Manager to resign at any time from his position with the City subject only to the provisions set forth in section 2 of this Agreement.
- c. Manager agrees to remain in the exclusive employ of the City until termination or resignation as provided in this Agreement. Manager shall not use any confidential information obtained through his position as Manager for personal gain. Both parties acknowledge that exclusive employment shall mean that Manager shall not accept any outside employment without first obtaining written approval from the City. However outside employment shall not be construed to include work related to Manager's self-employment, teaching, writing, or consulting performed on Manager's time off which will not require prior written approval. It is further understood that any activity of this nature outside of the workplace cannot represent a conflict of interest with regard to time, energy, or interests of the City.

- d. Performance of the Manager shall be reviewed by the City Council at the discretion of the City Council, occurring no less frequently than annually. During each performance review, the City Council may enter executive session, unless the City Manager opts to hold the review in open session, at which time the parties may discuss (but not decide upon, unless allowed by law) matters of City goals, City direction, administrative suggestions, complaints and criticisms of the Manager, strengths of the Manager, and areas where improvement by the Manager is needed.

2. Termination:

- a. Manager may terminate this Agreement, and Manager's duties hereunder, upon at least thirty (30) days' notice to the City. If after the City receives a notice of termination from Manager, the City then terminates Manager's employment prior to the effective date of termination as set forth in Manager's notice of termination, for any reason other than with "Cause" (as defined below), then Manager will be entitled to the severance payments as set forth in paragraph 2.d below until the earlier of: (i) four months after the date of termination or (ii) the effective date of termination as set forth in Manager's notice of termination (and subject to paragraph 2.e below).
- b. If Manager submits a written resignation from employment within ten (10) calendar days after a request for Manager's resignation as a result of the action of a majority of the Council, and such resignation is to be effective as of a date and time specified by the Council, then Manager shall have the right to declare that such resignation constitutes termination of the Manager's employment as of the effective date of such resignation and Manager will be entitled to the severance package as set forth in paragraph 2.d below.
- c. The City may terminate this Agreement and Manager's employment with Cause, immediately upon written notice to Manager after a majority of the governing body votes to terminate the Manager at an open meeting held according to law. The term "Cause" means: (i) Manager's conviction or plea of guilty or no contest to any crime involving moral turpitude, theft, dishonesty or fraud; (ii) Manager's attempted or actual misappropriation or destruction of a material amount of the City's funds or property; (iii) Manager's failure or refusal to comply with the lawful directives of the City, or failure or refusal to adhere to any of the City's policies, procedures, standards, or rules; (iv) Manager's breach of an obligation owed to the City under this Agreement; or (v) Manager's engagement in misconduct that is detrimental to the business, affairs, or reputation of the City. With respect to subsections (iii), (iv), and (v), the City must provide written notice to Manager and a reasonable opportunity to cure of not less than thirty (30) days, unless the actions or inactions are, by their nature, incapable of cure.

- d. The parties acknowledge that Manager serves at the pleasure of the City Council and may be removed at any time by the City Council. It is, therefore, not possible for the City to offer Manager any guaranty of continued employment. To induce Manager to serve in the position of Manager, it is in the best interests of the City to provide a severance package in the event Manager's employment by the City is terminated by the City without Cause. If Manager's employment by the City is terminated by the City without Cause, the City agrees to pay Manager severance on regular paydays of the City in an amount equal to four (4) months' Salary (as defined below) (or shorter time as set forth in paragraph 2.a, if applicable). Any severance payment shall be paid according to the City's customary payroll practices, and all customary payroll taxes or deductions shall be made by the City before payment. This severance shall include City-paid family health, dental, retirement, life and long-term disability (if applicable) for the duration of the severance period except as provided for under paragraph 2.e. In Manager's paycheck following the date of separation, Manager shall receive as a lump sum payment all accrued vacation at the then constituted rate of pay of Manager, subject to all customary payroll taxes and deductions. The parties agree the severance pursuant to this Agreement is agreed upon before services are rendered, and is compensation for services rendered before payment is made or agreed to be made.
- e. City-paid benefits shall cease in the event Manager commences employment in another position providing similar benefits during the applicable severance period.
- f. During the applicable severance period, Manager will provide his current address and telephone number information to the City. Manager will cooperate as needed with the City's legal counsel on the prosecution of or defense of lawsuits where the testimony of Manager is necessary.

3. Compensation and Benefits:

- a. Manager shall receive a "Salary" during the term of this Amended Agreement at a rate of \$142,084.80 per year. At any time during the term of the Agreement, City may, in its discretion, review and adjust the salary of the Manager, but in no event shall the Manager be paid less than the salary set forth herein except by mutual written agreement between Manager and City. Such adjustments, if any, shall be made pursuant to a lawful governing body action. In such event, City and Manager agree to provide their best efforts and reasonable cooperation to execute a new agreement incorporating the adjusted salary.
- b. This Agreement shall be automatically amended to reflect any salary adjustments that are provided or required by the City's compensation policies. Manager shall automatically receive cost-of-living adjustments at the same percentage rate and at the same time and manner as department heads.

- c. The compensation shall be paid in bi-monthly installments according to the City's regular payroll schedule and shall be paid according to the City's normal and customary payroll practices. The parties agree this amount is a salary or wage for employment, that it is a gross income figure, and that customary payroll taxes or deductions shall be made by the City. If this Agreement commences or is terminated during the middle of any payroll period, the payment for that period shall be prorated and paid to the date of Agreement commencement or termination. The Salary may be adjusted by mutual agreement of the parties.
- d. Manager shall be entitled to receive all normal and customary benefits, leave, and insurance afforded to all full-time and non-civil service employees of the City, subject to normal and customary waiting periods per City policies or manuals, and subject to the following modifications:
 - i. Manager shall accrue vacation leave at the maximum rate provided for in the City's Personnel Handbook for full-time, non-civil service employees. In addition, Manager will receive 40 hours of vacation leave on June 1 of each year. Manager's use of vacation leave and maximum annual carryover of vacation leave are subject to the terms of the Personnel Handbook.
 - ii. The City will contribute a matching percentage, up to 6% of the Manager's Salary, for the Manager's ICMA retirement plan.
- e. All expenses incurred by Manager that are necessary to perform the duties of the Manager shall be reimbursed to Manager upon approval by the City, under the City's normal employee reimbursement policies. Provided, however, Manager shall be provided the following benefits unique to the Manager:
 - i. \$300 per month as a car allowance, used by Manager to purchase, lease or own, operate, and maintain at least one personal vehicle.
 - ii. \$50 per month as a cell phone allowance, used by the Manager to purchase and use a cellphone.
 - iii. Mileage shall be paid to Manager at the normal reimbursement rate for other City employees for any trip of official business of the City beyond 100 miles from Alliance, Nebraska (200 miles round trip) in the Manager's personal vehicle. All trips within 100 miles are intended to be compensated for under the monthly car allowance.
- f. Manager shall be furnished an office area, and shall be furnished with all technology, equipment, and materials necessary for his duties. City shall pay all dues and fees for membership in ICMA, NCMA and the League of Nebraska Municipalities and shall pay all costs associated with annual participation in those organizations' major conferences including food, travel, and lodging according to City policy. Any annual premium costs of bonding Manager for the position of Manager shall be paid by the City.

4. Duties:

- a. Manager shall perform the functions and duties as designated to the Manager. Specific duties shall include, but not be limited to:
 - i. Appointment and removal of department heads and officers and employees of the City subordinate to the Manager, excluding the City Clerk and subject to the Civil Service Act of Nebraska for those employees covered under such Act.
 - ii. Enforcing the City laws and ordinances;
 - iii. Management of all City departments created by the City Council;
 - iv. Attending all meetings of the City Council;
 - v. Holding and running regular staff meetings and other meetings that require the attendance of the Manager;
 - vi. Providing recommendations and advice to City Council on measures discussed or proposed;
 - vii. Other duties as directed to the Manager from time to time.
- b. Manager shall devote the level of skill, care, and diligence ordinarily exercised by persons in Manager's field of expertise and shall perform all duties and responsibilities in a timely and professional manner.
- c. In recognition of time that the Manager must devote outside of normal office hours to fulfilling the business of the City, Manager shall be allowed the professional discretion to establish his own work schedule. On days that City Hall is open and Manager is not taking leave, Manager shall inform his administrative assistant or City Clerk of the times he will be out of the office during normal business hours and when he is expected to be back.
- d. It is expected that Manager shall devote his full professional time and attention to his duties and responsibilities under this Agreement. Manager may engage in outside gainful enterprises or professional activities so long as Manager's performance under this Agreement is satisfactory and the enterprises or activities do not conflict with Manager's duties under this Agreement. The terms of Resolution 22-38 adopted July 5, 2022, remain in effect and are included herein by reference.

5. Duty of Loyalty:

- a. Inasmuch as Manager has acquired or will have access to information of the City which may be of a confidential nature, Manager acknowledges, understands, and agrees that the City has legitimate interests in being protected from certain activities by Manager including, but not limited to, the disclosure of confidential information belonging to the City or engaging in any competitive activity with the City. Manager agrees not to disclose, except as required by law, any such Confidential information belonging to the City.
- b. Manager will not disclose to any person or entity (other than to City officials and personnel) any proprietary information pertaining to the customers or business and procedures of the City, except as required by law.
- c. The provisions of this section 5 shall survive the termination of this Agreement.

6. Indemnification: If any legal action shall be brought against Manager based upon the negligent error or omission of Manager while in the performance of Manager's lawful duties, the City shall defend Manager against such action, and if final judgment is rendered against Manager, then the City shall pay such judgment on Manager's behalf and shall have no right to restitution from Manager. Notwithstanding the foregoing, the City shall not be required to pay for a judgment obtained against Manager as a result of an illegal act committed by Manager.

7. Miscellaneous:

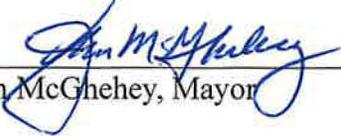
- a. Any notice due under this Agreement shall be delivered in person to the respective parties or mailed to each party at the following addresses:

City of Alliance, Nebraska
City Clerk
PO Box D
Alliance, NE 69301

- b. This Agreement is and shall be personal to the parties and may not be assigned by the parties. The parties may amend this Agreement only by a written amendment signed by both parties.
- c. This Agreement may be executed in one or more counterparts, each of which may be considered as an original.
- d. This Agreement will be construed and enforced according to the laws of Nebraska.
- e. Either party's waiver of a breach of any provision of this Agreement shall not be construed to be a waiver of any subsequent breach.
- f. The provisions of this Agreement are severable. The invalidity of any provision shall not affect the validity of any other provision.

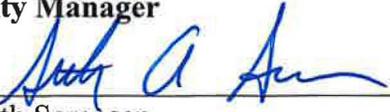
g. Any legal action arising under this Agreement shall be brought in the District Court of Box Butte County, Nebraska.

City of Alliance, Nebraska



John McGhehey, Mayor

City Manager



Seth Sorensen

Date: 8/5/25

Date: 8/6/25

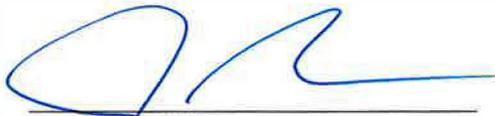
Attest: 

Ammie Bedient, City Clerk

State of Nebraska; County of Box Butte: ss.

Subscribed and sworn to before this 5 day of August, 2025, by John McGhehey, as Mayor of the City of Alliance, Nebraska.

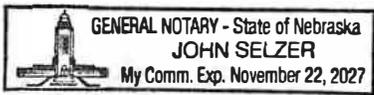


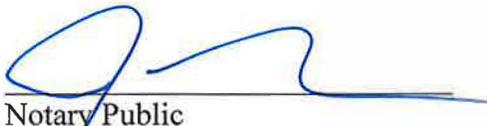


Notary Public

State of Nebraska; County of Box Butte: ss.

Subscribed and sworn to before this 6 day of August, 2025, by Seth Sorensen.





Notary Public