

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHESTERFIELD, MISSOURI AUTHORIZING THE MAYOR TO ENTER INTO AND EXECUTE A CONTRACT WITH MICHAEL GEISEL AND RAY JOHNSON AS INTERIM CO-CITY ADMINISTRATORS

WHEREAS, the City of Chesterfield, Missouri (the "City") wishes to authorize the Mayor to enter into contracts with Michael Geisel and Ray Johnson as Interim Co-City Administrators; and,

WHEREAS, the City Council deem it advisable and in the best interest of the City to authorize the Mayor to execute such contracts;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI, AS FOLLOWS:

SECTION 1. The Mayor is hereby authorized and directed on behalf of the City to execute and enter into contracts for Interim Co-City Administrators with Michael Geisel and Ray Johnson.

SECTION 2. The proposed agreement for Interim Co-City Administrator Michael Geisel shall be substantially the same in form and content as attached Exhibit "A", attached hereto and incorporated herein by this reference. The proposed agreement for Interim Co-City Administrator Ray Johnson shall be substantially the same form and content as attached Exhibit "B", attached hereto and incorporated herein by this reference.

SECTION 3. The Mayor and the officers, agents and employees of the City are hereby authorized and directed to take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the terms of the proposed Agreement.

SECTION 4. This Ordinance shall be in full force and effect from and after its passage and approval.

Passed and approved by the City Council of the City of Chesterfield, Missouri this 2ND day of May, 2016.

Bob Nation
Bob Nation, MAYOR

ATTEST:

Vickie Hass
Vickie Hass, CITY CLERK

FIRST READING HELD 5/2/2016

INTERIM CO-CITY ADMINSTRATOR
EMPLOYMENT AGREEMENT

This employment agreement ("Agreement") is dated May 2, 2016, and is between the City of Chesterfield, Missouri ("City") and Michael Oliver Geisel ("Employee").

WHEREAS, it has been the past practice of the City that, in the absence of the former City Administrator and pursuant to Section 2-82 of the City's Municipal Code, Michael Geisel and Ray Johnson ("Johnson") serve as Co-City Administrators Pro-Tem; and,

WHEREAS, the City is currently without a permanent City Administrator and is beginning the process of developing a search process and recruitment process for a permanent City Administrator; and,

WHEREAS, the City desires to designate Michael Geisel and Ray Johnson as the Co-City Administrators for a limited time in accordance with the provisions of this agreement; and,

WHEREAS, Geisel currently serves as the Director of Public Services and Johnson serves as the Chief of the Police Department and both Geisel and Johnson agree to serve as the Interim Co-City Administrators; and,

WHEREAS, The Mayor and City Council desire to establish the terms and conditions of Employee's services through this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, City and Employee hereby agree as follows:

1. **Duties.** As Interim City Co-Administrator, Employee shall perform the functions and duties specified in Section 2-74 of the City's Municipal Code. Employee and Johnson shall coordinate and proportion the duties amongst themselves and shall be mutually responsible for the performance of the duties set forth in Section 2-74 of the City's Municipal Code.

2. **Term.** The term of this Agreement shall be at-will, commencing on May 2, 2016 and ending no later than September 1, 2016, or when a new City Administrator assumes office, whichever is sooner. Upon the expiration of this

Agreement, Employee shall not hold over or continue to serve in a capacity as City Administrator unless and until a new appointment is made. This Agreement supersedes Section 2-67 of the Municipal Code and therefore Section 2-67 of the Municipal Code shall not apply to Employee under the terms of this Agreement.

3. Continued Service as Director of Public Services. During the term of this Agreement, Employee shall continue to perform his duties as Director of Public Service of the City, and shall continue to receive all compensation and benefits to which he is entitled as Director of Public Service.

4. Termination or Resignation. The City may terminate this Agreement at any time, with or without cause, upon three (3) days written notice to Employee. Employee may terminate this Agreement by providing thirty (30) days prior written notice of resignation. In the event of termination or resignation, Employee shall be entitled to continue his duties as Director of Public Services at the same level of compensation and benefits, subject only to removal and modification by the ordinances and policies of the City and the laws of the State of Missouri. In the event of termination or resignation after July 1, 2016, Employee's annual compensation shall be one hundred forty one thousand nine hundred eighty three dollars and zero cents (\$141,983.00), which reflects the annual compensation adjustment to which Employee would otherwise be entitled, subject only to modification by the ordinances and policies of the City and the laws of the State of Missouri. Employee expressly agrees that he shall not be entitled to any severance pay as a result of the termination of this Agreement for any reason whatsoever. This Agreement supersedes Section 2-72 of the Municipal Code and therefore Section 2-72 of the Municipal Code shall not apply to Employee under the terms of this Agreement.

5. Compensation. The City agrees to pay Employee, for his services rendered hereto, a weekly compensation of two hundred eighty seven dollars and fifty cents (\$287.50) for a maximum of eighteen (18) weeks following the commencement date of this Agreement and payable in installments at the same time other City employees are paid.

6. Hours of Work. The Interim Co-City Administrators' schedule of work each day and week shall vary in accordance with the work required to be performed.

7. General Provision.

a. This Agreement constitutes a single integrated contract expressing the entire agreement of the parties hereto. There are no other agreements, written or oral, express or implied, between Employee and City, except the agreements set forth in this Agreement.

b. If any provision, or portion hereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement or portion thereof, shall be deemed severable and shall not be affected and remain in full force and effect.

c. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

d. This Agreement is executed and delivered in the State of Missouri and the rights and obligations of the parties herein shall be construed and enforced in accordance with the laws of the State of Missouri. In the event of any litigation arising from or out of this Agreement, the City and Employee hereby agree to the exclusive jurisdiction of the 21st judicial circuit of St. Louis County, Missouri. In the event the City prevails in any litigation arising out of the terms and conditions of this Agreement, Employee shall pay City's reasonable costs and attorney's fees.

e. In the event there are any inconsistencies between the ordinances, policies and practices of the City, this Agreement shall govern.

f. This Agreement cannot be amended, modified, supplemented or extended without prior approval of the City Council and Mayor. Any amendment, modification, supplement or extension shall be agreed upon, in writing, by the City and Employee.

g. This Agreement shall not be construed against any one party, but shall be construed as if jointly prepared by Employee and City. Any uncertainty or ambiguity shall not be construed against any one party.

h. Employee acknowledges that he has been provided the opportunity to be represented by independent counsel of his choice throughout all negotiations preceding this Agreement and that he has determined not to consult with an attorney regarding this Agreement.

The parties signing this Agreement on the date stated in the introductory clause.

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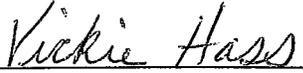
IN WITNESS WHEREOF, the City of Chesterfield has cause this Agreement to be signed and executed on its behalf by its Mayor, and duly attested by its officers thereunto duly authorized Employee has signed and executed this Agreement.

CITY OF CHESTERFIELD

Dated: 5/2/2016

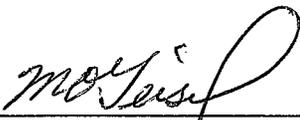

Robert Nation
Mayor

ATTEST:


Vickie Hass
City Clerk

EMPLOYEE

Dated: 5/2/16


Michael O. Geisel
Employee

INTERIM CO-CITY ADMINSTRATOR
EMPLOYMENT AGREEMENT

This employment agreement ("Agreement") is dated May 2, 2016, and is between the City of Chesterfield, Missouri ("City") and Ray Johnson ("Employee").

WHEREAS, it has been the past practice of the City that, in the absence of the former City Administrator and pursuant to Section 2-82 of the City's Municipal Code, Michael Geisel ("Geisel") and Ray Johnson serve as Co-City Administrators Pro-Tem; and,

WHEREAS, the City is currently without a permanent City Administrator and is beginning the process of developing a search process and recruitment process for a permanent City Administrator; and,

WHEREAS, the City desires to designate Michael Geisel and Ray Johnson as the Co-City Administrators for a limited time in accordance with the provisions of this agreement; and,

WHEREAS, Geisel currently serves as the Director of Public Services and Johnson serves as the Chief of the Police Department and both Geisel and Johnson agree to serve as the Interim Co-City Administrators; and,

WHEREAS, The Mayor and City Council desire to establish the terms and conditions of Employee's services through this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, City and Employee hereby agree as follows:

1. **Duties.** As Interim City Co-Administrator, Employee shall perform the functions and duties specified in Section 2-74 of the City's Municipal Code. Employee and Geisel shall coordinate and proportion the duties amongst themselves and shall be mutually responsible for the performance of the duties set forth in Section 2-74 of the City's Municipal Code.

2. **Term.** The term of this Agreement shall be at-will, commencing on May 2, 2016 and ending no later than September 1, 2016, or when a new City Administrator assumes office, whichever is sooner. Upon the expiration of this Agreement, Employee shall not hold over or continue to serve in a capacity as City

Administrator unless and until a new appointment is made. This Agreement supersedes Section 2-67 of the Municipal Code and therefore Section 2-67 of the Municipal Code shall not apply to Employee under the terms of this Agreement.

3. Continued Service as Chief of Police. During the term of this Agreement, Employee shall continue to perform his duties as Chief of Police of the City, and shall continue to receive all compensation and benefits to which he is entitled as Chief of Police.

4. Termination or Resignation. The City may terminate this Agreement at any time, with or without cause, upon three (3) days written notice to Employee. Employee may terminate this Agreement by providing thirty (30) days prior written notice of resignation. In the event of termination or resignation, Employee shall be entitled to continue his duties as Chief of Police at the same level of compensation and benefits, subject only to removal and modification by the ordinances and policies of the City and the laws of the State of Missouri. In the event of termination or resignation after July 1, 2016, Employee's annual compensation shall be one hundred forty one thousand nine hundred eighty three dollars and zero cents (\$141,983.00), which reflects the annual compensation adjustment to which Employee would otherwise be entitled, subject only to modification by the ordinances and policies of the City and the laws of the State of Missouri. Employee expressly agrees that he shall not be entitled to any severance pay as a result of the termination of this Agreement for any reason whatsoever. This Agreement supersedes Section 2-72 of the Municipal Code and therefore Section 2-72 of the Municipal Code shall not apply to Employee under the terms of this Agreement.

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6. Hours of Work. The Interim Co-City Administrators' schedule of work each day and week shall vary in accordance with the work required to be performed.

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a. This Agreement constitutes a single integrated contract expressing the entire agreement of the parties hereto. There are no other agreements, written or oral, express or implied, between Employee and City, except the agreements set forth in this Agreement.

b. If any provision, or portion hereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement or portion thereof, shall be deemed severable and shall not be affected and remain in full force and effect.

c. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

d. This Agreement is executed and delivered in the State of Missouri and the rights and obligations of the parties herein shall be construed and enforced in accordance with the laws of the State of Missouri. In the event of any litigation arising from or out of this Agreement, the City and Employee hereby agree to the exclusive jurisdiction of the 21st judicial circuit of St. Louis County, Missouri. In the event the City prevails in any litigation arising out of the terms and conditions of this Agreement, Employee shall pay City's reasonable costs and attorney's fees.

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f. This Agreement cannot be amended, modified, supplemented or extended without prior approval of the City Council and Mayor. Any amendment, modification, supplement or extension shall be agreed upon, in writing, by the City and Employee.

g. This Agreement shall not be construed against any one party, but shall be construed as if jointly prepared by Employee and City. Any uncertainty or ambiguity shall not be construed against any one party.

h. Employee acknowledges that he has been provided the opportunity to be represented by independent counsel of his choice throughout all negotiations preceding this Agreement and that he has determined not to consult with an attorney regarding this Agreement.

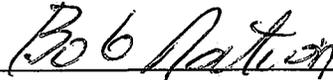
The parties signing this Agreement on the date stated in the introductory clause.

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IN WITNESS WHEREOF, the City of Chesterfield has cause this Agreement to be signed and executed on its behalf by its Mayor, and duly attested by its officers thereunto duly authorized Employee has signed and executed this Agreement.

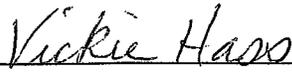
CITY OF CHESTERFIELD

Dated: 5/2/2016



Robert Nation
Mayor

ATTEST:



Vickie Hass
City Clerk

EMPLOYEE

Dated: 5/2/16



Ray Johnson
Employee