

AN ORDINANCE APPOINTING MICHAEL O. GEISEL TO THE OFFICE OF CITY ADMINISTRATOR AND APPROVING THE COMPENSATION AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHESTERFIELD, MISSOURI, AS FOLLOWS:

Section One. In accordance with §77.042 RSMo and Article III of the City of Chesterfield's Municipal Code, Michael O. Geisel is hereby appointed to the office of City Administrator for the City of Chesterfield, Missouri, effective August 22, 2016 and conditioned on the execution by all parties per the terms of the attached City Administrator Employment Agreement (the "Agreement"), which is attached hereto as Exhibit "A" and incorporated herein by this reference. The Agreement sets forth the compensation and other terms and conditions of the City Administrator's employment and the Mayor is hereby authorized to execute the Agreement on behalf of the City.

Section Two. This Ordinance shall be in full force and effect both from and after its passage and approval.

Read two times and passed by the City Council of the City of Chesterfield, Missouri, this 22nd day of August, 2016.

Bob Nation

Presiding Officer

Bob Nation

Bob Nation, MAYOR

ATTEST:

Vickie Hass

Vickie Hass, CITY CLERK

CITY ADMINISTRATOR
EMPLOYMENT AGREEMENT

This employment agreement ("Agreement") is dated August 22, 2016, and is between the City of Chesterfield, Missouri ("City") and Michael Oliver Geisel ("Employee").

WHEREAS, prior City Administrator Michael Herring retired on March 31, 2016 and Employee and Chief Ray Johnson have worked cooperatively as Interim Co-City Administrators since his retirement; and,

WHEREAS, the City contracted with Novak Consulting Group to perform a nationwide search and recruitment of a new City Administrator after consideration of proposals from eight of the top executive recruitment firms in the United States; and,

WHEREAS, after conducting an exhaustive internal candidate assessment and analysis of Employee, a national recruitment search, initial review and interviews of all recruited candidates and two days of finalist interviews, the City, with the assistance of Novak Consulting Group, has selected Michael O. Geisel to be the next City Administrator of Chesterfield, Missouri commencing August 22, 2016; and,

WHEREAS, Employee has the requisite skills and is qualified to serve as City Administrator and Employee desires to serve as City Administrator; 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.** The City hereby agrees to retain the services of Employee as City Administrator to perform the functions and duties specified in the City's Municipal Code and policies, as currently in effect and as may be amended from timetotime, §77.042 RSMo and to perform such other legally permissible and proper duties and functions as he may be assigned. Employee shall also serve on any authority and/or district created by or participated in by the City if directed by the Mayor and City Council.

2. Term. The term of this Agreement shall be at-will, commencing on August 22, 2016, and shall continue indefinitely from year-to-year unless terminated by City or Employee as provided herein. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Mayor and Council to terminate the services of Employee at any time with or without cause upon thirty (30) days advance written notice, subject only to the provisions set forth in Section 4 of this Agreement.

3. Compensation. Employee shall receive the following salary and benefits during the term of his employment with the City:

a. Salary: Beginning on August 22, 2016 the City shall pay Employee an annual salary of One Hundred Seventy Thousand Dollars and Zero Cents (\$170,000.00). Employee's salary will be payable in such periodic installments as City pays its other employees, subject to withholding for required or employee authorized withholdings.

b. Merit Increases: Employee may be granted merit increases for accomplishments and excellent performance if the City's financial circumstances permit such salary increase. Employer and Employee agree that Employee will not be eligible for any merit increase until January 1, 2018.

c. Retirement: Employee may continue to participate in the deferred compensation plans to which both the City and City employees contribute in the same manner as in his prior role as Director of Public Services/Interim Co-City Administrator and as other City employees, which may hereafter be amended by the City Council from time-to-time.

d. Paid Time Off: Employee shall be entitled to the same four (4) week vacation time and long-term service days off he currently receives as Director of Public Services/Interim Co-City Administrator. Employee shall be eligible for increased vacation time and/or long-term service days as set by City ordinance or policy and in the same manner as other City employees, which may hereafter be amended by the City Council from time-to-time.

e. Other Benefits: Employee shall receive any other benefits not specifically listed herein that are provided as a part of the City's employee benefit package as now in effect or as such benefits may hereafter be amended by the City Council from time-to-time.

f. Professional Association Dues: City and Employee hereby agree that Employee's continuation in and full participation in national, regional, state and local associations and organizations are necessary and desirable for Employee's continued professional development and growth which provide direct benefits to the

City. The City will pay Employee's dues for memberships in the International City/County Management Association (ICMA), the Missouri City/County Management Association (MCMA), the St. Louis Area City Management Association (SLACMA), The American Public Works Association (APWA), the American Society of Civil Engineers (ASCE), and the National Society of Professional Engineers (NSPE). As long as the City's financial situation permits, the City hereby agrees to annually budget for and pay the reasonable travel and subsistence expenses for one (1) national association out-of-state conference and up to two (2) regional, state or local association conferences located in the state of Missouri.

g. Phone: Employee shall be provided a "smart phone" for professional and reasonable personal use by the City. The cell phone plan shall have unlimited data and minutes so that Employee is available to the Mayor, Council and City employees at all reasonable times.

h. Vehicle: The City will provide Employee with a City owned vehicle, consistent with current City ordinance or policy and in the same manner as other City employees, which may hereafter be amended by the City Council from time-to-time. Employee shall have full personal use of said vehicle, however, the employee shall be responsible for the purchase of any fuel for personal use of the City owned vehicle outside of a two hundred (200) mile radius of the City of Chesterfield. Employee shall keep accurate records of personal use mileage calculated at the rate allowed by the Internal Revenue Service as in effect at time of personal use. Employee shall be solely responsible for reporting and/or paying any state or federal taxes due and owing for personal use mileage.

4. Termination or Resignation. Employee is appointed by and serves at the pleasure of the Mayor and Council as an at-will employee. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City to terminate this Agreement and employment of Employee, with or without cause. The City shall pay Employee for all services through the effective date of termination and Employee shall have no right to any additional compensation or payment, except as provided hereunder.

a. Termination For Cause: The City may terminate this Agreement for cause at any time and Employee's salary and benefits, including any severance compensation and post-employment benefits, shall terminate upon notification of termination to Employee. "Cause" as used herein shall mean: (i) Employee has been charged with or found guilty of, or has pled guilty, entered an Alford plea or no contest to a felony; or (ii) Employee has engaged in theft, embezzlement, fraud, obtaining funds or property under false pretenses, or similar acts of misconduct

involving City funds or property; or (iii) Employee has engaged in any conduct that is generally considered to be reprehensible in the community or that causes a loss of confidence in the City's government; or, (iv) Employee has committed any other act for which termination of employment is authorized or required under the City's personnel policy.

b. Termination Without Cause: The City may terminate this Agreement without cause at any time by providing thirty (30) days prior written notice to Employee. In the event Employee is terminated by the City without cause, at or during such time that Employee is willing and able to perform his duties under this Agreement, Employer agrees to pay Employee a lump sum cash payment equal to six (6) months salary, provided Employee has executed a full and final release of any and all actual or potential claims, including those unknown on the date of the execution of this Agreement, that Employee has or could have against the City, its representatives, officers, employees and attorneys, arising out of or related to Employee's employment with the City. In addition to the lump sum severance payment, the City shall provide for continuation of Employee's and his dependent's medical insurance, dental insurance life insurance and disability insurance for six (6) months after the date of termination or until Employee obtains other employment, whichever occurs first. In the event Employee is terminated without cause as set forth in this section herein, Employee and City hereby agree that in no event shall the City be liable to Employee, his heirs or assigns, for any damages and all actual or potential claims, including those unknown on the date of the execution of this Agreement, that Employee has or could have against the City, its representatives, officers, employees and attorneys, arising out of or related to Employee's employment with the City in excess of the total monetary value of Employee's severance package as set forth in Section 4(b). Only in the event Employee is terminated for cause as set out in Section 4(a) of this Agreement, shall the City be relieved of the obligation to pay Employee the benefits or the severance payment designated in this paragraph.

c. Resignation. In the event Employee voluntarily resigns his position with the City, Employee shall give the City thirty (30) days advance written notice, unless the City and Employee mutually agree in writing to a reduction of the notice period. If Employee terminates this Agreement (thereby terminating Employee's employment), Employee shall not be entitled to any severance payment or health benefits as set forth in section 4(b) of this Agreement.

5. Death or Disability. If Employee dies during the term of this Agreement the Employee's successors, heirs and assigns shall not be entitled to any severance payment or health benefits as set forth in 4(b) of this Agreement. This Agreement

shall, at the option of the City, terminate upon the disability of Employee. "Disability" shall mean that Employee suffers from a mental or physical condition that renders him unable to substantially perform all of his duties as City Administrator and that is reasonably expected to continue for a period of four (4) months or result in Employee's death within such period of time. A finding of permanent disability by any Federal or State agency or by any private disability insurance carried by Employee for his own benefit shall create a conclusive presumption of disability for purposes of this subsection. Failure of employee, his attorney-in-fact, successors, heirs, assigns and health care providers to timely cooperate in determining Employee's disability shall be considered grounds for termination with cause resulting in no severance payment or health benefits due to Employee, as set forth in 4(b) of this Agreement.

6. Performance Evaluation. Immediately following the commencement of Employee's employment with Employer, the Mayor, City Council and Employee shall discuss the City's goals and objectives for the next year. Beginning with the first anniversary of the commencement of Employee's employment with City, the Mayor, City Council and Employee shall define annually the goals and objectives that they determine are appropriate for the proper operation of the City and to attain the Mayor and City Council's policy objectives. Concurrently with the establishment of the goals and objectives for the City, the Mayor, City Council and Employee shall establish the performance goals for Employee and any specific criteria that shall be used to evaluate Employee's performance. The Mayor and City Council may amend said criteria from time-to-time, after consultation with Employee. The City's failure to carry out the provisions of Section 6 of the Agreement shall not be deemed a breach of this Agreement or a waiver of its right to conduct a performance evaluation as authorized by the City's Municipal Code, policy, practice or this Agreement.

7. General Provision.

a. Integrated Agreement. 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. Severability. 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. Execution. 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. Governing Law and Venue. 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. Conflicts with Law. In the event there are any inconsistencies between the ordinances, policies and practices of the City, this Agreement shall govern except when this Agreement conflicts with the statutes of the State of Missouri, then State law will govern.

f. Amendment. 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. Joint Preparation. 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 Review. 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 either consulted with or made the determination not to consult with an attorney regarding this Agreement.

i. Notice. Any notice required under this Agreement by its terms or reasonably necessary to fulfill the terms of this Agreement shall be deemed delivered if, to City, such is notice is delivered to the Mayor; and if to Employee, such notice is delivered to his address of record or in person. Notices shall be delivered by certified mail, return receipt requested or by hand-delivery.

j. Residency. Employee shall not be required to maintain his primary residence with the City limits; however, Employee acknowledges and agrees to devote all of his time and energy and give his best attention exclusively to the business of the City and carry out his responsibilities as City Administrator to the best of his abilities.

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: 8/22/2016

Bob Nation

Bob Nation
Mayor

ATTEST:

Vickie Hass

Vickie Hass
City Clerk

EMPLOYEE

Dated: 8/22/2016

Michael O. Geisel

Michael O. Geisel
Employee