

BILL NO. 24-1265

ORDINANCE #24-1265

AN ORDINANCE RATIFYING THE CONTRACT BETWEEN THE CITY OF ST. JAMES AND DAN KNOELL TO SERVE AS CITY ADMINISTRATOR FOR THE CITY OF ST. JAMES.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF ST. JAMES, MISSOURI, AS FOLLOWS:

Section One. The Board of Aldermen of the City of St. James hereby ratify the contract between the City and Mr. Dan Knoell as set forth in attached Exhibit A made a part hereof.

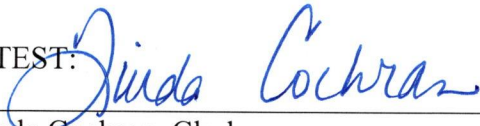
Section Two. This ordinance shall be in full force and effect after its passage as provided by law and shall be enforceable retroactive to the date of the original contract.

APPROVED this 29th day of February, 2024.



Rick Krawiecki Mayor

ATTEST:



Linda Cochran, Clerk

EMPLOYMENT AGREEMENT

This employment agreement entered into this 17th day of March, 2023, is between the City of St. James, Missouri, a duly organized municipal corporation, hereinafter referred to as "City", and Daniel Knoell, hereinafter referred to as "Administrator".

WHEREAS the City has created by ordinance the position of City Administrator of the City of St. James, Missouri and desires to employ Administrator in said position in accordance with the Code of Ordinances of the City of St. James and the terms and conditions as set forth herein, the City and Administrator hereby agree to the following:

1. Employment:

The City hereby employs Administrator, and the Administrator hereby accepts such employment subject to and in accordance with the Code of Ordinances of the City of St. James, specifically referencing but not limited to Chapter 117 (Conflicts of Interest), Chapter 115 (City Officials), and Article II (City Administrator), and the terms and conditions as set forth herein in this employment agreement.

2. Duties:

The Administrator shall perform the duties delegated to the City Administrator described within the City Ordinances (Section 115.190 Duties). The Administrator shall be in charge of the operations of the City and have full authority and responsibility, subject to the directions and control of the Board of Alderman, for assisting in the formulation of policies and for implementing such policies as established by the City, and all duties as referred within the City Administrator job description approved in the Code of Ordinances of the City of St. James. The Administrator shall accept no outside employment that will interfere with the performance of his duties as City Administrator. In this regard it is the City's intention that the Administrator devotes his full attention towards the fulfillment of the Administrator's obligations under this agreement.

3. Term of Employment:

The term of this agreement shall be for the period commencing on April 3rd, 2023 and shall expire on April 30th, 2024. In accordance with the Code of Ordinances of the City of St. James, the person appointed to the position of City Administrator "shall serve for an indefinite period of time" as per Section 115.140. Therefore, this employment agreement shall renew automatically on May 1st of each subsequent year unless terminated as set forth herein. Each subsequent renewal of this employment agreement shall be under the same terms and conditions as set forth herein unless either party requests any changes or modifications to this agreement through a written amendment by mutual agreement and shall be for a term commencing on May 1st and expiring on April 30th of the following year.

Nothing in this agreement shall be construed to prevent, limit, or otherwise interfere with the right of the City to non-renew the employment of the Administrator at the expiration of the term, or to terminate the services of the Administrator at any time, with or without cause, or with the right of the Administrator to resign from his position as Administrator of the City at any time. Any termination of this agreement in accordance with the Code of Ordinances of the

City of St. James will be effective immediately, unless otherwise agreed to by both the City and Administrator in writing and signed by both parties.

4. Termination and Severance Pay:

a. In the event the City terminates this agreement on or before the expiration of the initial term of this agreement; or before the expiration of a subsequent renewal of this agreement, or fails to renew the employment of the Administrator at the expirations of the term, notwithstanding the Administrator's willingness to continue performing such services for the City, the City shall pay as severance pay a lump sum cash payment equal to the total of two (2) months' aggregate salary, accrued vacation or compensatory leave time, and all other benefits available to employees of the City of St. James upon termination, and shall for a period of two (2) months following such termination continue to underwrite the Administrator's health care plan to the same extent as prevailed immediately prior to such termination; provided, that should the Administrator be terminated for any violation of Section 115 of the Code of Ordinances of the City of St. James, the commission of any crime involving moral turpitude, veracity, honesty or personal gain, or a felony offense, or engage in misconduct in the performance of his official duties, the City shall have no obligation to pay any such severance pay.

b. Except as otherwise agreed by the parties, the Administrator shall give the City (30) days' written notice of any voluntary resignation from employment hereunder. In the event of such voluntary resignation and subject to paragraph "c" below; the provisions of paragraph "a" above shall not apply and this contract shall expire on the effective date of such resignation. Within five (5) working days after the effective date of such involuntary termination, the City shall pay to Administrator all salary and benefits amounts accrued and owing under this agreement and any other applicable laws, rules, programs or policies.

c. If at any time during the term of this agreement:

(1) A majority of the Board of Aldermen votes to terminate Administrator at a duly authorized public meeting for any reason other than commission of any crime involving moral turpitude, veracity, honesty or personal gain, or a felony offense, or engage in misconduct in the performance of his official duties, when Administrator is ready, willing and able to perform the duties of Administrator.

(2) The City reduces base salary, compensation or other financial benefits applicable to Administrator, unless such reduction applies no greater percentage than the average reduction of all department heads of the City;

(3) The Administrator resigns following an offer to accept resignation, whether formal or informal, by an Alderman as representative of the majority of the Board of Aldermen at any time the Administrator is ready, willing and able to perform the duties of City Administrator;

THEN, in such events, the Administrator may at his election deem his employment hereunder to have been terminated within the meaning of paragraph "a" of this section and, the City shall forthwith make payments and provide the benefits required under such paragraph "a".

d. In the event either party shall decide that they do not desire to renew this contract at the conclusion of its term, said party desirous of non-renewal shall give the other party 30

days' notice of said intent. Otherwise, both parties shall negotiate in good faith for renewal of this contract upon terms agreed upon by the parties hereto.

5. Disability:

If the Administrator becomes permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of thirty (30) successive days beyond any accrued sick, vacation or compensatory leave, or for twenty (20) business days over a thirty (30) day period after exhaustion of accrued sick, vacation, or compensatory leave, the City shall have the option to terminate this agreement, consistent with all applicable federal and state laws pertaining to required leave, disabilities and accommodations. Provided, in any such event the Administrator shall be compensated for any accrued and compensable sick, vacation or compensatory leave time, holidays, and other accrued benefits, but Administrator shall not be entitled to any severance pay or further compensation under section 4 of this agreement.

6. Compensation:

The City shall pay to Administrator as compensation for his services hereunder an annual base salary of Seventy Thousand dollars (\$70,000) payable in installments as such intervals as other City employees are paid. During the initial term and any subsequent renewal term of this agreement, the Administrator shall receive an annual cost of living increase, which shall be an identical increase as the other city employees receive during each fiscal year. During any automatic subsequent renewal of this agreement, Administrator's base salary shall be adjusted to account for any annual cost of living increase previously earned under this agreement.

Other Monetary Benefits:

a. Vehicle.

Administrator will be reimbursed for miles traveled on City business based upon the Federal mileage rate. The City Administrator will keep records of miles traveled, destination, reason for travel and submit at least monthly for reimbursement.

b. Retirement.

Deferred compensation. The City has a deferred compensation program thru LAGERS available for participation by Administrator.

Administrator shall be eligible to receive Missouri Local Government Employees' Retirement System (LAGERS) benefits in accordance with the City's standard personnel policies.

c. Health Insurance. The City shall provide hospitalization, surgical, and comprehensive medical insurance for the Administrator, as provided to all City employees with the same deductibles and copays.

d. Merit Increases. The Administrator may also be entitled to a merit increase in salary as determined by the Board of Aldermen pursuant to their review in March of each year.

7. Leave and other benefits:

- a. The Administrator shall accrue sick and vacation time and shall be entitled to such other additional paid leave earned during the course of his employment per current employment policies as documented in the Employee Handbook.
- b. Group insurance and all other benefits provided to other City employees shall be made available to the Administrator on like terms and conditions.

8. Professional Development:

- a. The City shall budget for and pay the professional dues and subscriptions incurred by the Administrator for his participation in such national, regional, state and local associations or organizations as the Administrator deems necessary, subject to the approval of the Board of Aldermen.
- b. The City shall budget for and pay the travel and subsistence expenses incurred by the Administrator in the course of his attendance at or participation in such meetings, conferences or other functions as he deems necessary to adequately discharge official and ceremonial functions on behalf of the City.
- c. The City shall budget for and pay the travel and subsistence expenses incurred by the Administrator for short courses, seminars and institutes which he deems necessary for his professional development and are in the best interests of the City, subject to the approval of the Board of Aldermen.

9. Other terms and conditions of employment:

- a. In addition to benefits specifically enumerated in this agreement, all policies and procedures of the City relating to personal leave time and sick leave, retirement and pension system contributions, holidays and other benefits and working conditions, as they now exist or may hereafter be amended, shall apply to the Administrator in the same way as to other employees of the City at the commencement of this contract.
- b. The City, in consultation with the Administrator, may fix any such other terms and conditions of employment relating to performance of the Administrator as it deems appropriate for time; provided, that such terms and conditions are not inconsistent with or in conflict with the express provisions of this agreement, City policies and procedures or any other law or regulation. No such additional terms or conditions shall be effective unless first reduced to writing and furnished to the Administrator as mutually agreed by the Administrator and the City.

10. Performance evaluation:

The Board of Aldermen shall review and evaluate the performance of the Administrator annually in March of each year, based upon the performance goals established by the Board in consultation with the Administrator, and may evaluate such performance more frequently, if determined necessary by the Board of Aldermen or requested by the Administrator. The Mayor and the Administrator shall meet prior to any findings to discuss the Administrator's self-evaluation of the prior year. The Mayor Pro Ten shall furnish to the Administrator a written summary of the findings of the Board and shall afford the Administrator an adequate opportunity to discuss such findings and evaluations with the Board. During this performance review and evaluation, the Board of Aldermen may determine a possible salary merit increase, as per Section 6d above.

11. Bond:

The City shall bear the full cost of any fidelity or other bonds required of the Administrator.

12. Special Provisions:

The City, at its expense, shall provide Administrator with a cell phone required for the Administrator to perform the job and to maintain communication and to ensure compliance with Freedom of Information Act and Sunshine Law requirements.

14. The City will provide a living expense reimbursement of Twelve hundred dollars (\$1200) per month for six (6) months to allow the Administrator to find permanent living arrangements.

15. The City recognizes that certain expenses of a non-personal but job-related nature are incurred by Administrator and agrees to reimburse or to pay said general expenses. The City shall disburse such moneys upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits.

16. Moving and Relocation Expenses: The City of St. James shall disburse a payment of an amount not to exceed Six Thousand Dollars and Zero Cents (\$6,000.00), to Administrator to cover relocation costs.

17. General Provisions:

a. The text herein shall constitute the entire agreement between the parties. Any modification of this agreement shall be in writing and signed by both parties.

b. Other than those provisions relating to the Administrator's obligations to serve as the City Administrator, this agreement shall be binding upon and inure to the benefit of the heirs and executors of the Administrator.

c. Except as expressly provided herein, neither party shall assign rights or delegate duties arising from this agreement without first obtaining the express written consent of the other.

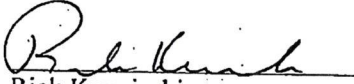
d. This agreement shall be governed by the laws of the State of Missouri. In the event that any provision or portion of this agreement shall be determined to be unconstitutional, invalid, unenforceable, or unlawful, that provision shall be severed from this agreement and the remainder of this agreement shall not be affected and shall remain in full force and effect.

e. In implementing any provision of this section, the parties agree to abide by all applicable law.

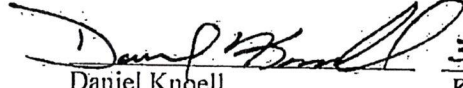
To the above and foregoing terms and conditions, the parties execute this **Employment Agreement** on the day and date above written.

CITY OF ST. JAMES, MISSOURI

CITY ADMINISTRATOR

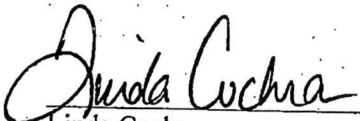

Rick Krawiecki

3/17/2023
Date


Daniel Knobell

3/17/2023
Date

ATTEST:


Linda Cochran
City Clerk

3/17/23
Date