



CITY OF BALLWIN
14811 Manchester Road, Ballwin, MO 63011

BILL NO. 3867

ORDINANCE NO. _____

INTRODUCED BY
ALDERMEN TERBROCK, FINLEY, STALLMANN, SCHWENT, FLEMING, LEAHY, KERLAGON, BOLAND

AN ORDINANCE AMENDING THE CURRENT EMPLOYMENT CONTRACT WITH THE CITY ADMINISTRATOR.

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

Section 1. The employment contract of Robert A. Kuntz, the City Administrator, attached as Exhibit One, is hereby approved. The Mayor is authorized and directed to execute the contract on behalf of the City of Ballwin.

Section 2. Robert A. Kuntz, as City Administrator, shall have the duties, responsibilities, and authority as are prescribed in the Code of Ordinances of the City of Ballwin, Missouri.

Section 3. All ordinances or parts of ordinances in conflict herewith are to the extent of such conflict repealed.

Section 4. This ordinance shall take effect and be in full force from and after its passage and approval.

PASSED this _____ day of _____, 2015.

TIM POGUE, MAYOR

APPROVED this _____ day of _____, 2015.

TIM POGUE, MAYOR

ATTEST: _____
ROBERT KUNTZ, CITY ADMINISTRATOR

EXHIBIT ONE



CITY OF BALLWIN

14811 Manchester Road, Ballwin, MO 63011

**EMPLOYMENT AGREEMENT
WITH ROBERT A. KUNTZ
AS CITY ADMINISTRATOR**

This agreement extends the period of employment of Robert A. Kuntz, as authorized by Ordinance No. 1965, and the employment agreement dated July 23, 1991, as amended on June 27, 2005 by Ordinance No. 05-31 and as amended on April 14, 2014 by Ordinance 14-10, subject to the following terms and conditions:

APPOINTMENT

Section 1. The City agrees to continue to employ Robert A. Kuntz to perform the duties of City Administrator in accordance with the provisions of the Code of Ordinances of the City of Ballwin and the Personnel Rules and Regulations of the City as they now exist or thereafter amended by the Board of Aldermen. The term of office shall be from April 16, 2015 to June 5, 2015, but the term of office may be extended by proactive notice by either party subject to mutual consent and the approval of a majority of the members of the Board of Aldermen.

ACCEPTANCE

Section 2. Robert A. Kuntz hereby agrees to continue to perform the duties of City Administrator for the City as now defined and contained in the Code of Ordinances, or as thereafter amended by the Board of Aldermen of the City. The City Administrator will devote his full time to the performance of said office but may engage in supplemental employment activities provided said employment does not compromise or conflict with his normal duties, hours of operation, or the interests of the City of Ballwin.

COMPENSATION

Section 3. The City agrees to compensate the Administrator at the amount of his current salary, plus 6 percent, retroactive to January 1, 2015. This calculation will increase the Administrator's salary from \$165,226.00 to \$175,140.00. The terms of this Agreement may be extended on a contractual basis at the then currently hourly rate with no fringe benefits.

FRINGE BENEFITS

Section 4. During the period of this Agreement the City shall provide an automobile allowance in the amount of \$400 per month, plus fuel, to the City Administrator for use of this personal vehicle while engaged on official business for the City and/or for personal use. The City Administrator shall be entitled to all fringe benefits which are provided to all other salaried employees of the City and to such other fringe benefits as may be provided hereafter by ordinance or otherwise reflected by contract. The City declares the cellphone and iPad issued to the Administrator to be surplus property and authorizes donation of the cellphone and iPad to the Administrator upon separation from City service. Complementary golf at the Ballwin Golf Course, together with a companion and cart, if applicable, shall continue for the life of the Administrator. All other recreational facility use privileges that are currently offered to all full time employees shall be extended on a lifetime basis under the terms of this agreement.

PROFESSIONAL DEVELOPMENT

Section 5. City agrees to pay for professional dues, subscriptions, local civic clubs and organizations' dues, cost of seminars and travel, and subsistence expense incurred by the City Administrator in pursuit of professional development as determined by the Mayor and Board of Aldermen to coincide with the goals and objectives of this community.

BUSINESS EXPENSES

Section 6. City agrees to reimburse City Administrator for actual and necessary expenses incurred in the course of his employment by the City, upon receipt of duly executed expense accounts supported by receipts, statements, vouchers or affidavits as required by the Mayor and/or Board of Aldermen.

INDEMNIFICATION

Section 7. The City shall defend, indemnify and hold harmless Robert A. Kuntz against any and all claims, demands, suits, actions or proceedings of any kind, or nature arising out of the performance of his duties and responsibilities as City Administrator. No further legislative action shall be required to invoke this clause unless otherwise prohibited or restricted by law.

GENERAL PROVISIONS

Section 8. This entire agreement between the parties is contained herein and no other agreements whether written or oral exist between the parties except as stated herein. In the event any provision herein is determined to be unenforceable, the remaining agreement or portion thereof shall be deemed unseverable and shall remain in full force and effect

This agreement is executed in duplicate and each duplicate is considered an original and may be enforced as such by either party. Each party is to retain a duplicate original.

Executed and delivered this _____ day of _____, 2015 by the City of Ballwin.

Tim Pogue, Mayor

ATTEST:

City Clerk, City of Ballwin

Executed and delivered this _____ day of _____, 2015.

Robert A. Kuntz, City Administrator