



**CITY OF BALLWIN**

14811 Manchester Road, Ballwin, MO 63011

BILL NO. 3829

ORDINANCE NO. \_\_\_\_\_

INTRODUCED BY

ALDERMEN TERBROCK, FINLEY, HARDER, DOGAN, 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. The City Administrator shall be entitled to all fringe benefits which are provided of other officers and employees of the city, and such other fringe benefits as have or may be provided by ordinance, or as set forth in the attached agreement.

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. Robert A. Kuntz shall serve as City Administrator for the City of Ballwin at the pleasure of the Mayor and Board of Aldermen.

Section 4. All ordinances or parts of ordinances in conflict herewith are to the extent of such conflict repealed.

Section 5. This ordinance shall take effect and be in full force from and after its passage and approval.

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
*TIM POGUE, MAYOR*

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
*TIM POGUE, MAYOR*

ATTEST: \_\_\_\_\_  
*ROBERT KUNTZ, CITY ADMINISTRATOR*

**EXHIBIT ONE**

BILL NO. 3829

ORDINANCE NO. \_\_\_\_\_



**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, 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 one year, ending on April 14, 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. Either party may terminate the employment of the City Administrator subject to the provisions of Section 8 of this Agreement.

**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 and shall not be otherwise employed except as may be approved in advance by a majority of the Board of Aldermen.

**COMPENSATION**

Section 3. The City agrees to adjust the Administrator's salary and other benefits in such amounts and to such an extent as the Mayor and Board of Aldermen determine on the basis of performance review which will be conducted at least once every twelve (12) months in advance of the adoption of the annual budget. In the event of death or disability, all earned and accrued compensation shall be payable to the Administrator's beneficiary as designated by the City group life insurance policy.

Such review and evaluation shall be reduced to an objective and constructive written statement and provided to the City Administrator in a timely fashion. These performance reviews shall be used as a basis for adjusting the salary of the City Administrator as determined by the Mayor and the Board of Aldermen.

**FRINGE BENEFITS**

Section 4. 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.

## **LEAVES OF ABSENCE**

Section 5. The City Administrator shall be entitled to all leaves of absence as provided by the City's Personnel Rules and Regulations as if he had five (5) years of service with the City when first employed by the City. In addition, he shall be granted five (5) personal leave days each calendar year. These days must be taken in the fiscal period when earned and cannot be carried forward. In the event of separation from employment, payment will be made for the unused balance.

Vacation accumulation (carry over) shall be limited to thirty (30) days per year as calculated from the anniversary date of September 15 of each year. This provision supersedes contrary ordinance requirements and/or Personnel Rule restrictions that may affect other employees. Insofar as possible and practical, all requests for leaves of absence shall be submitted to the Mayor for approval at least two (2) weeks in advance.

City Administrator shall be eligible and shall observe all holidays as specified in the City's Personnel Policies and procedures.

The Mayor and the Board of Aldermen recognize that the City Administrator will frequently be required to attend evening meetings and work extended hours. The City will, therefore, permit the Administrator to take time off from regular office hours to conduct personal affairs as required. Compensatory time off shall not be accumulated or used to calculate termination pay.

## **PROFESSIONAL DEVELOPMENT**

Section 6. 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 7. 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.

## **TERMINATION AND SEVERANCE PAY**

Section 8. In the event that the Board of aldermen terminates the employment of the City Administrator prior to April 14, 2015 and he is willing and able to perform the duties of said office, the City shall compensate the City Administrator by paying the balance of the compensation to which he would be entitled through April 14, 2015. In the event of an employment extension beyond April 14, 2015, a thirty day severance shall be paid if termination is exercised. This Section 8 notwithstanding, no severance pay is required under this agreement if the City Administrator is terminated (i) for gross misconduct involving an element of fraud or (ii) convicted or enters a plea of guilty or *nolo contendere* for a felony or for a crime involving moral turpitude.

## **INDEMNIFICATION**

Section 9. 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 10. 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 \_\_\_\_\_, 2014 by the City of Ballwin.

\_\_\_\_\_  
Tim Pogue, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk, City of Ballwin

Executed and delivered this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Robert A. Kuntz, City Administrator