

RESOLUTION NO. 2011- 75

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF PACIFIC TO ENTER INTO AN EMPLOYMENT CONTRACT FOR A CITY ENGINEER.

WHEREAS, the City of Pacific desires to appoint a full-time professional to serve as a City Engineer; and

WHEREAS, the City of Pacific desires to enter into an employment contract for the position of City Engineer;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF PACIFIC, MISSOURI, AS FOLLOWS:

Section One. The Mayor is hereby authorized to execute on behalf of the City of Pacific an Employment Agreement between the City and Dan Rahn for the employment of a City Engineer in the form substantially attached hereto as Exhibit A and incorporated herein.

Section Two. This Resolution shall take effect and be in full force from and after its passage by the Board of Aldermen and approval by the Mayor.

Adopted by the Board of Aldermen and approved by the Mayor this 1st day of November 2011.

Presiding Officer

Herbert C. Adams, Mayor

ATTEST:

Kimberly Barfield, City Clerk

Kimberly Barfield, City Clerk

Exhibit A

EMPLOYMENT AGREEMENT
CITY OF PACIFIC
EMPLOYMENT OF CITY ENGINEER

This Agreement is made this ____ day of November, 2011, by and between the City of Pacific, a Missouri Municipal Corporation, herein called the "City," and Dan Rahn, herein called the "City Engineer."

WITNESSETH:

WHEREAS, the Ordinances of the City of Pacific, Missouri, provide for the appointment of a City Engineer by the Mayor with a vote of a majority of the Board of Aldermen which shall be for an indefinite term serving at the pleasure of the appointing authority, and

WHEREAS, the Board of Aldermen desires to provide by contract provision the compensation and terms of employment for the City Engineer which is by Ordinance required to be fixed from time to time, and

NOW, THEREFORE, the parties agree as follows:

1. Dan Rahn is hereby appointed and employed as the City Engineer of the City of Pacific for an indefinite term and shall continue to serve hereafter at the pleasure of the appointing authority subject to the terms and conditions herein, and all applicable laws. Dan Rahn shall hold such position of City Engineer and shall assume such duties, responsibilities, and obligations of that office, as set forth in the applicable Ordinances and Resolutions of the Board of Aldermen adopted thereunder and as may be directed by the Board of Aldermen.

2. As compensation for his services, the City shall pay to the City Engineer the sum of Sixty-Six Thousand Three Hundred and Sixty Dollars (\$66,360.00) annually commencing November 2, 2011, such compensation to be paid in biweekly installments payable on regular City paydays, or at such intervals or dates as all other City employees may be paid. This annual compensation will be reviewed during each annual budget after the date hereof and may be adjusted upward, provided that, unless mutually agreed, each annual increase shall be not less than two percent (2%).

3. The City agrees to budget for and pay the professional dues and subscriptions of the City Engineer as approved by the City Administrator for his continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for his continued professional participation, growth, and advancement, and for the good of the City. Any other professional dues and subscriptions shall be subject to determination by the Board of Aldermen annually in the City Budget.

4. The City hereby agrees to pay the expenses of the City Engineer as approved by the City Administrator for professional and official travel, meetings, phone use, and occasions considered desirable by the City to allow the City Engineer to continue the professional development of the City Engineer position and to adequately pursue necessary official and other functions for the City.

5. The City agrees to provide the City Engineer with two (2) weeks of vacation, and such other benefits generally available to Department Head City Employees, relative to vacation, sick, and leave benefits; and provide health, pension benefits, and such other benefits offered to other City employees. Such benefits are subject to change by the Board of Aldermen.

6. During the term this Agreement is in force, the City Engineer 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 Engineer under the City Ordinances and applicable law to the best of his ability. He shall hold no other employment, nor shall he hold, either directly or indirectly, any investment in any firm, corporation or legal entity in violation of the Ethics Code of the City.

7. The City may terminate this Agreement and terminate the employment for any reason and at any time consistent with applicable law. If the City terminates the City Engineer and the City Engineer has intentionally (1) violated the terms of any ordinance, (2) violated the terms of this Agreement, or (3) willfully neglected the duties, responsibilities, and obligations of his office, or is convicted of any crime involving moral turpitude, then the City Engineer will have no further right to severance or non-accrued compensation and benefits under this Agreement. In the event the City terminates this contract for any other reason within the first three (3) years of service under this contract, the City Engineer shall be entitled to the severance pay in the amount equal to three (3) months' salary compensation plus accrued benefits. For the purposes of this section, benefits shall include: vacation, holiday/personal leave, allowances, and sick leave. Compensation shall be calculated at the rate of pay in effect on the date of termination and shall be in the form of a lump sum cash payment, subject to appropriate tax withholdings. The City Engineer may terminate the contract for any reason upon thirty (30) days' written notice to the Board of Aldermen, and shall be entitled to payment by the City of any accrued vacation or other accrued paid days, only provided such notice has been given. No severance shall be paid if termination is initiated by the City Engineer.

8. It is recognized that the City Engineer will often be required to devote considerably more hours to his position and the business affairs of the City than is normally required of other employees. Working hours will be flexible to accommodate the requirements and practices of the professional City Engineer position. The concept of "overtime" is not applicable to the position of City Engineer. No compensation will be paid for overtime and compensatory time off will not be a matter of right based upon particular evening requirements or demanding projects. However, occasional time away from the office for the unusual demands on the City Engineer's time will be recognized with the nature of the professional position.

9. This contract shall be for a period commencing November 2, 2011 and ending June 30, 2012, and may be automatically renewed for successive one-year terms by appropriation in the City's Annual Budget for the year at issue; provided that the Mayor shall have reappointed the City Engineer by July 1 following each Mayoral election. If the contract is not automatically renewed, the contract shall be deemed terminated by the City and the City Engineer shall be entitled to the severance pay to the extent set forth in Paragraph 9. Nothing herein shall prevent the Board of Aldermen and the City Engineer from revising the terms of this contract, and such revision, if mutually executed, shall not be deemed a termination of the contract entitling the City Engineer to severance pay.

10. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, that provision, or any portion thereof, shall be deemed severable; however the remainder of this Agreement shall not be affected, and shall remain in full force and effect. The Circuit Court for St. Louis County, State of Missouri, shall have jurisdiction over any disputes arising under this Agreement.

IN WITNESS THEREOF, the parties hereto have entered into this Agreement at the City of Pacific, in the State of Missouri, and have signed the Agreement or caused it to be signed by their duly authorized representatives as of the date and year first above stated.

Dan Rahn, City Engineer

Date: _____

CITY OF PACIFIC, MISSOURI

Herbert C. Adams, Mayor

Date: _____

ATTEST:

City Clerk