

EMPLOYMENT AGREEMENT

This Agreement is entered into this 14th day of, June, 2023, by and between the City of Frontenac, Missouri, ("Frontenac") and Scott Schaefer (Schaefer).

WHEREAS, Section 115.240 through 115.300 of the Code of Ordinances of Frontenac provide that the Mayor, with the consent and approval of a majority of the members of the Board of Aldermen, shall appoint a City Administrator, and further provide for establishment of compensation for the City Administrator by ordinance; and

WHEREAS, with the passage of Ordinance [REDACTED] on June 20th, 2023, the Mayor's nomination of Schaefer for appointment to the office of Frontenac City Administrator was approved by the Board of Aldermen and compensation for performing the duties of that office was established; and

WHEREAS, is the desire of Frontenac and Schaefer wishes to enter into this Agreement and provide certain benefits, establish certain conditions of employment and to set working conditions of the City Administrator as authorized by Section 115.240(D) of the City Code;

NOW, THEREFORE, for and in consideration of the sums of money to be paid as hereinafter provided, which consideration is acknowledged by both parties to be sufficient, as follows:

1. Schaefer hereby accepts appointment to the office of City Administrator of the City of Frontenac, to serve in that capacity beginning July 10, 2023, and continuing at the pleasure of the Mayor and Board of Aldermen, with the duties, terms and conditions set forth in Ordinance [REDACTED] as ratified or superseded by this Agreement and as provided by the Laws of Missouri and the Ordinances of the City of Frontenac.
2. Nothing in this Agreement or elsewhere shall be interpreted or construed as diminishing in any manner the employment-at-will relationship between the City and Mr. Schaefer, or prevent, limit or otherwise interfere with the right of the Mayor and Board of Aldermen to terminate the services of Mr. Schaefer at any time as provided by the Laws of the State of Missouri and the Ordinances of the City, subject only to the provisions set forth in paragraphs 8 and 9, below.
3. Nothing in this Ordinance or elsewhere shall prevent, limit or otherwise interfere with Mr. Schaefer's right to resign at any time upon giving thirty (30) days prior written notice to the Mayor.

4. The compensation for performing the duties of the office of City Administrator shall be an annual salary of One Hundred Forty-Four Thousand Dollars (\$144,000.00), subject to revision by ordinance from time to time. The City of Frontenac shall also make payments to a qualified deferred compensation plan designated by employee in an amount equal to five percent (5%) of annual salary.
5. Schaefer shall also receive annual vacation, sick leave, health insurance, pension and other employment benefits offered to other employees of Frontenac; provided, however, that Schaefer shall be credited with having five years of service at the start of employment solely for the purpose of calculating vacation accrual.
6. Schaefer's duties require the unrestricted use of an automobile. Frontenac agrees to provide a monthly cash expense allowance of Five Hundred and Dollars (\$500.00) in return for which Schaefer shall furnish an automobile suitable for the conduct of the Frontenac's business. Schaefer shall be solely responsible for the purchase, safety, operation, repair, maintenance, insurance, fuel and other costs associated with the ownership and use of said vehicle. Schaefer shall also maintain in force comprehensive and general liability automobile insurance in the amount of \$1,000,000, for bodily injury and property damage, in the amount of \$1,000,000 for uninsured motorist and underinsured motorist and \$25,000 of medical pay. Schaefer shall at all times furnish Frontenac with a certificate showing the insurance as above required and keep said insurance current.
7. Frontenac agrees to pay for professional dues and subscriptions of Schaefer necessary for full participation in at least one national, regional, state or local associations and organizations necessary for the Schaefer's continued professional growth and advancement, and for the good of Frontenac, including but not limited to the International City/County Management Association, Missouri City Managers Association, and St. Louis Areas City Management Association and any other organizations that may be deemed necessary by Frontenac. Frontenac agrees to pay for Schaefer's travel and subsistence expenses for professional and official travel, meetings, and occasions to adequately continue Schaefer's professional development and to pursue necessary official functions for Frontenac, as deemed necessary by the City, but expressly including bi-annual attendance at the ICMA Annual Conference as Frontenac's budget allows as determined by Frontenac.

8. In the event Schaefer is terminated by Frontenac during such time as Schaefer is willing to perform his duties under this Agreement and upon receipt by Frontenac of a release of all claims (other than workers compensation benefits) which Schaefer may believe he may have against Frontenac, in form and substance reasonably satisfactory to the City Attorney, Frontenac agrees to pay Schaefer:

- (a) three months of salary; and
- (b) for a period not to exceed six months or until such time as health insurance benefits for Schaefer are available through a new employer, whichever comes first, Frontenac shall pay the employer's share of the cost to continue the same health insurance benefit Schaefer had received during employment at the same level as a full-time city employee; and
- (c) accrued but unused vacation and compensatory time.

9. In the event, however, that Schaefer (1) resigns voluntarily or (2) is terminated because he (a) fails to perform his duties under this Agreement and the Ordinances of Frontenac, (b) engages in misconduct involving fraud, immoral or unethical conduct or personal gain, or (c) Frontenac becomes aware of facts that lead to the reasonable belief which brings into question his honesty, then, in any such event, Frontenac shall have no obligation to pay the severance payment provided in paragraph 8, above.

IN WITNESS WHEREOF the parties have set their hands and seals on the date first above written.

SCOTT SCHAEFER

CITY OF FRONTENAC

Scott Schaefer

Kate Hatfield, Mayor