

AN ORDINANCE AUTHORIZING THE MAYOR ON BEHALF OF THE CITY OF ST. MARY TO ENTER INTO AN AGREEMENT WITH MARK BEQUETTE AND DESIGNATING WHEN THIS ORDINANCE SHALL TAKE EFFECT.

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

SECTION 1. The Board of Aldermen of the City of St. Mary hereby approves the signed Employment agreement between the City of St. Mary, Missouri and Mark Bequette whereby the city pays the tuition fee for officer training in the amount of \$2,000.00. In return Mark Bequette shall serve as the Police Chief of the City of St. Mary for six (6) years. If for any reason employment is terminated by either party before the six years elapses Mark Bequette shall reimburse the city for said tuition as per the agreement. A copy of said agreement is attached and a part of this ordinance.

SECTION 2. This ordinance shall be in full force and effect from and after its passage and approval.

SECTION 3. Passed and approved this the 9th day of September, 2000.

Carlton Wyatt
MAYOR CARLTON WYATT

ATTEST:

JoAnn E. Donze
CITY CLERK JOANN E. DONZE

ALDERMEN	AYE	NAY	ABSTAIN	ABSENT
Robert Bequette	x			
Roger Odem	x			
Douglas Roderique	x			
Robert Schultz	x			

I, JoAnn E. Donze, Clerk of the City of St. Mary, Missouri do hereby certify that the foregoing ordinance was duly passed and adopted at a regular meeting of the Board of Aldermen so convened on this the 9th day of October, 2000.

JoAnn E. Donze
JOANN E. DONZE, CITY CLERK

Employment Agreement

Comes now the City of St. Mary, Missouri, a fourth class city, ("Employer") and hereby employs Mark Bequette ("Employee") as its Chief of Police on the following terms:

1. The Employee understands and agrees that his employment by Employer is subject to:
 - (a) Employee's job performance;
 - (b) The needs of the Employer;
 - (c) The employee's ability to work well with the Employer's law enforcement and judicial system and serve the needs of the community in a manner which makes the Employer comfortable with total performance and spirit of the Employee.

2. Therefore, this employment may be terminated without notice at any time by Employer.

3. Employee shall be entitled to a package of benefits standard to all employees of Employer, and shall be subject to modification, reduction or elimination from time to time by Employer giving Employee notice of such change.

4. Employer shall pay for all of the Employee's training expenses incurred by the Employee to obtain and maintain his law enforcement certification, subject to Employer's rights to reimbursement should Employee's employment with Employer cease. If Employee's employment with Employer ends before the second anniversary of this agreement, then Employee shall reimburse Employer 100% of the training expenses paid by Employer for the Employee. If Employee's employment with Employer ends after the second anniversary but before the fourth anniversary of this agreement, then Employee shall reimburse Employer 66.66% of the training expenses paid by Employer for the Employee. If Employee's employment with Employer ends after the fourth anniversary but before the sixth anniversary of this agreement, then Employee shall reimburse Employer 33.33% of the training expenses paid by Employer for the Employee. If Employee's employment with Employer ends after the sixth anniversary of this agreement, then Employee shall not have to reimburse Employer for any of the training expenses paid by Employer for the Employee.
 Amount of training shall be \$2,000.00

Mark Bequette 9-14-00
 Employee Date

Carl Wyatt 9-14-00
 Employer Date
 By Mayor Carl Wyatt