

RESOLUTION NO. 14-2026

A RESOLUTION OF THE CITY COUNCIL OF CLINTON, MISSOURI APPROVING AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF CLINTON AND ARTHUR CAPELLO FOR THE POSITION OF CITY ADMINISTRATOR FOR THE CITY OF CLINTON.

WHEREAS, City of Clinton does hereby desire to employ Arthur Capello as City Administrator; and

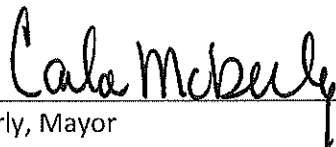
WHEREAS, Arthur Capello does hereby agree to work for the City of Clinton as City Administrator;

NOW THEREFORE BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF CLINTON, MISSOURI AS FOLLOWS:

Section 1. The Employment Agreement with Arthur Capello is hereby approved.

Section 2. The Mayor is hereby authorized to execute said Employment Agreement on behalf of the City of Clinton.

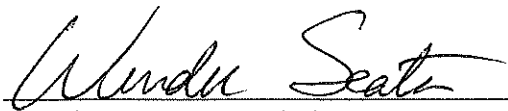
Read and passed this 1st day of September, 2026.



Carla Moberly, Mayor

ATTEST

Ayes 7: Brenda Elliott, Gene Henry, Rob Hills, Roger
House, Austin Jones, Gary Mount and Christy
Staashelm
Nays 0
Absent 1: Bill Thole



Wendee Seaton, City Clerk



CITY ADMINISTRATOR EMPLOYMENT AGREEMENT

This Employment Agreement is made and entered into this 1st day of September, 2026, by and between Arthur Capello ("Administrator") and City of Clinton, Missouri ("City").

WITNESSETH:

1. **Employment Agreement:** City does hereby employ Administrator, and Administrator does hereby agree to work for City, as the City Administrator, with the duties, on the terms, and for the salary and benefits described herein.
2. **Duties:** Administrator will perform functions and duties specified at Section 2-89, and exercise powers of Section 2-90 of the Code of Ordinances of the City of Clinton, and Chapter 77 of the revised Statutes of Missouri; and to perform other legally permissible and proper duties and functions as the Council shall from time to time assign, and as are otherwise required by law.
3. **Term of Employment:** Administrator's term of employment shall commence October 26, 2026, and shall be indefinite. Administrator's employment is at will, and subject to the policies of the City as the same are adopted from time to time. Nothing in this Contract shall be construed to create any right of continued employment in Administrator.
4. **Termination of Agreement:** This Agreement may be terminated by City with or without cause.
 - a. If terminated with cause, City agrees to pay Administrator for any wages earned up to the effective date of termination, as well as applicable and accrued benefits, including accrued but unused paid time off. "Cause," means, without limitation, Administrator is charged with, convicted of, pleads guilty to, or nolo contendere or equivalent plea to any illegal act involving personal gain to Administrator or any illegal act which may be related to the competency of the Administrator to exercise their duties as Administrator under this Agreement, or the conviction, plea of guilty or nolo contendere or equivalent of any felony, or misdemeanor involving a crime of moral turpitude. In addition, "Cause" shall include, but not be limited to the failure of Administrator to diligently, faithfully, and competently perform their duties or any of the reasonable directions of the City Council provided Council has given Administrator written notice of any failure to perform, and the Administrator has not cured such failure within thirty (30) days following receipt of notice, except in case of criminal action or act of moral turpitude, in which case no notice need be provided. In the event of a termination for Cause, the severance benefit described below will not be available to Administrator.
 - b. If terminated without cause, City agrees to pay Administrator a lump sum amount equal to three (3) months of base salary, according to the rate in effect at the time of termination. Administrator will receive an additional month of severance for each year of service completed with the City up to a maximum of six (6) months of base compensation. Administrator shall also be compensated for all accrued, but unpaid or unused, leave benefits as of the date of termination, in accordance with City policy.
 - c. Administrator may terminate this Agreement with or without cause, but if terminated without cause, Administrator shall give the City no less than sixty (60) days written notice.
5. **Salary and Benefits:** Administrator shall receive the following salary and benefits:
 - a. **Base Compensation:** City shall pay Administrator a base salary of One Hundred Twenty-five Thousand Dollars (\$125,000.00) annually. Administrator's salary shall be paid in such other installments as the City may, from time to time, elect to pay all of its employees. In addition, City agrees to increase said base salary and/or benefits of Administrator on the basis of an annual performance evaluation and salary review. If expectations of City Council are met or exceeded, base salary will be increased in such amounts and to such extent as the Council may determine it is desirable to do so. In addition to said merit increase,

any adjustments made to overall compensation plan, such as across-the-board or salary range adjustments, approved by Council, shall also be given to Administrator.

- b. Benefits: All provisions of City's regulations and personnel policies relating to benefits, including LAGERS, holidays, vacation leave, sick leave, insurance and other benefits generally applicable to all employees, or as amended from time to time, shall apply to the Administrator except as otherwise noted herein. The City shall not at any time reduce the salary, compensation, or other benefits of Administrator except to the degree of such a reduction across-the-board for all employees of the City.
- c. Travel: City shall provide reimbursement for travel costs of necessary business travel for performance of duties of Administrator and shall do so at the prevailing IRS rate of reimbursement for business travel for the year incurred or at the cost of coach airfare, whichever is lower. Administrator shall provide documentation of the actual costs for reimbursement.
- d. Vacation Leave: Administrator shall commence employment with forty (40) hours of accrued vacation time. From the start date of employment, Administrator shall continue to accrue vacation hours at the rate of 4.62 hours per pay period, the equivalent of three (3) weeks per calendar year. Maximum annual carry-overs and pay-outs shall be in accordance with city personnel policy for General Employees.
- e. Sick Leave: Administrator shall accrue and use sick leave in accordance with city personnel policy for General Employees.
- f. Key Employee Status: If Administrator is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of six successive weeks beyond any accrued paid leave, Employer shall have the option to terminate agreement, it being agreed that Administrator is a key employee of the City.
- g. Moving / Temporary Housing Allowance: Administrator shall be provided a moving / temporary housing allowance at the maximum amount of Five Thousand Dollars (\$5,000.00), with proper documentation for all reasonable and necessary expenses incurred.

6. Performance Evaluation:

- a. The City Council shall review and evaluate the performance of Administrator annually, in advance of the adoption of the annual operating budget. Said review and evaluation shall be in accordance with specific criteria developed jointly by the Council and Administrator, and shall include a salary review. Said criteria may be added to or deleted from as the Council may from time to time determine in consultation with the Administrator. Further, the Mayor shall provide the Administrator with a summary written statement of the findings of the Council and provide an adequate opportunity for the Administrator to discuss their evaluation with the Council.
- b. Annually, the Council and Administrator shall define such goals and performance objectives that they determine necessary for the proper operation of the City of Clinton and in the attainment of the Council's policy objectives and shall further establish a relative priority for those various goals and objectives, said goals and objectives to be documented in writing. They shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided.
- c. In the event City Council does not conduct a formal evaluation as provided for in this Section, the absence of such evaluation shall be deemed an acknowledgement Administrator has met or exceeded expectations justifying eligibility for up to a 5% salary increase, if merit increases are included in the annual budget for all city employees. Administrator shall receive merit increases at the same rate applicable otherwise to eligible city employees.
- d. In effecting the provisions of this Section, the Council and Administrator mutually agree to abide by the provisions of applicable law.

7. Professional Development and Job Related Expenses:

- a. Professional and Service Club Dues: City agrees to budget and pay for professional memberships for the Administrator for International City Management Association ("ICMA") and the Missouri City Management Association ("MCMA"). City agrees to budget and pay for Administrator's membership in one local civic organization. If Administrator desires to join other organizations related to their employment, City will consider Administrator's request in good faith based upon potential benefit to the City as a result of Administrator's participation in such organization.
- b. Meetings: City agrees to budget and pay for Administrator's travel, lodging, food and incidental expenses to attend the ICMA, MCMA and Missouri Municipal League annual conferences, together with such additional meetings of such organizations as Administrator may request and the City Council approve in advance. City will also pay Administrator's expenses for additional professional meetings that are intended to advance the interests of the City upon Administrator's request and the approval of City Council.
- c. Technology: City agrees to provide Administrator with a cellular phone and service, as well as a mobile tablet and service.

8. **Residence**: During Administrator's tenure, Administrator shall reside exclusively within Henry County, Missouri. This requirement shall be effective 180 days after the acceptance by the City Council.

9. Miscellaneous Agreements:

- a. Full Time; Exceptions; Compensatory Time: Administrator shall devote their full time and attention to the business and affairs of the City, and shall not engage in any outside employment. However, outside employment shall not be considered to include occasional teaching, writing, or consulting performed on the Administrator's time off and not occurring during the City's regular business hours. No hours per day or week are required, but it is expected that Administrator will expend in excess of 40 hours per week (on an average basis) in order to properly perform their duties. The parties acknowledge that Administrator may, from time to time, be required to expend substantial and irregular hours in the performance of their duties, and City will allow Administrator to take compensatory time-off in addition to scheduled vacation days, so long as such time-off does not adversely affect Administrator's performance of duties for City. The provisions of the preceding sentence do not create a right to compensatory time-off, nor does it entitle Administrator to any compensation for unused compensatory time-off. Rather, it is intended only as a statement of the parties' expectations and informal understandings.
- b. Defense and Indemnification: City shall, at its expense or that of its insurers, defend and indemnify Administrator from liability for their acts or omissions performed in connection with their duties as to the extent the acts or omissions constituting the grounds for alleged liability, if actionable at all, were based upon good faith judgment that the acts or omissions were not contrary to the best interests of the City.
- c. Suspension: City may suspend Administrator with full pay and benefits at any time during the term of this agreement, by majority action of the Council.

10. General Provisions:

- a. Notices: Whenever any notice shall be required or permitted hereunder, it shall be deemed delivered if:
 - personally delivered to Administrator, or in the case of City, personally delivered to the Mayor, OR
 - mailed first class mail, postage prepaid to:

Mayor, City of Clinton, 105 E. Ohio Street, Clinton, Missouri 64735

Arthur Capello, City of Clinton, 105 E. Ohio Street, Clinton, Missouri 64735

Or then current residence address

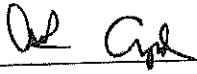
Any mailed notice shall be deemed received on the date deposited into the United States Postal Service.

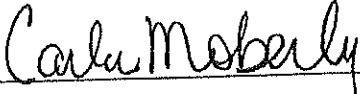
- b. Entire Agreement: The text herein shall constitute the entire agreement of the parties.
- c. Severability: If any provision, or any portion thereof, contained in this agreement is held unconstitutional, invalid, unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- d. Modifications: No modification of this Contract may be modified, except in a writing duly authorized and executed by both parties.
- e. Facsimile: A facsimile signature on this Agreement shall be as valid as an original.

IN WITNESS WHEREOF, this Agreement has been signed on the date set forth below the signature of each party.

ADMINISTRATOR:

CITY OF CLINTON:

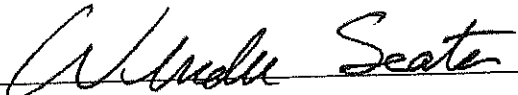

ARTHUR CAPELLO


By: CARLA MOBERLY, Mayor

Date: 9/2/26

Date: 9-1-26

Attest:


City Clerk