

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (the "Agreement") is made and entered into by and between the City of Maplewood, Missouri, a municipal corporation (the "City") and Michael Reese ("Employee").

WHEREAS, the City has offered employment to Employee to serve as its City Manager; and

WHEREAS, Employee has accepted employment to serve as the City's Manager on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, the parties agree as follows:

1. Employment Position and Effective Date. The City hereby agrees to employ Employee as the City Manager, with such employment to commence on or before September 13, 2021. Employee agrees to use best faith efforts to find permanent or temporary housing so that his employment hereunder can commence on August 16, 2021. The date Employee actually commences employment as provided in this Section shall be the "Effective Date" of this Agreement.

2. Employee's Duties. Employee shall perform all duties imposed on him as City Manager by the Charter of the City, the Ordinances of the City and such other duties as the City from time to time may require of him under the general supervision and direction of the City Council. The duties required of Employee hereunder shall be rendered at Maplewood City Hall and such other place or places as the City shall in good faith require or as the interests and needs of the City shall require. Employee shall devote all of his business time, attention, knowledge and skills solely to the interests of the City, and the City shall be entitled to all of the benefits arising from or incidental to all work, services and advice of Employee.

3. Term of Agreement. The Term of this Agreement shall continue from its Effective Date and for a period of three (3) years thereafter, unless terminated earlier in accordance with Section 11 of this Agreement as set forth below (the "Initial Term"). After the Initial Term, the employment relationship will continue on an at-will basis unless otherwise agreed by the parties. The Initial Term and any period of employment thereafter shall be referred to as the "Term."

4. Base Salary and Salary Increases. For all services rendered by Employee pursuant to this Agreement, the City shall pay Employee an annual base salary (the "Base Salary") of One Hundred Sixty-Eight Thousand Five Hundred Dollars (\$168,500.00) upon the Effective Date of this Agreement. Any Base Salary increase during the second year, third year and subsequent years of Employee's employment with the City shall be determined at the sole discretion of the City Council and shall be based on annual evaluations.

5. Personal Time Off. During the first year of employment with the City, Employee shall be entitled to take twenty-eight (28) days of personal time off to be taken by Employee with advance notice to the City and at times which will not unduly interfere with necessary City

business activities and responsibilities. Thereafter, the City may increase but not decrease the amount of paid time off for Employee during the Term of this Agreement.

6. Relocation Expenses. The City agrees to reimburse Employee in an amount of Six Thousand Dollars (\$6,000.00), or a greater amount as agreed upon by the City Council, for Employee's expenses incurred for moving from Employee's current residence to the City, upon Employee submitting appropriate documentation to reflect payment for such relocation expenses by Employee.

7. Employee Benefits. Except as otherwise stated in this Agreement, Employee shall receive the same employment and fringe benefits provided to other employees of the City, consistent with the City's Personnel Code as may be in effect from time to time. Nothing herein shall limit the right of the City to amend, enhance or terminate any of the employee benefits or benefit plans of the City in accordance with applicable laws and regulations

8. Deferred Compensation. Provided the Employee enrolls and remains enrolled in a deferred compensation retirement plan sponsored by the City, the City shall contribute an amount equal Five Thousand Dollars (\$5,000.00) per year of this Agreement to Employee's account, subject to the terms of the applicable plan documents.

9. Automobile. The City agrees to provide employee with use of a City automobile and will pay for fuel in connection with Employee's use of the City automobile for City Business. Employee shall pay for fuel for use of the City automobile for non-City business.

10. Cell Phone. The City agrees to provide Employee with a City cell phone.

11. Termination of Employment Agreement.

(a) During the Initial Term, this Agreement may be terminated by the Employee upon sixty (60) days' prior written notice. At its sole discretion, the City may accelerate the final date of Employee's employment but, subject to Section 11(c) below, shall continue to pay Employee's Base Salary through the 60th day after Employee's written notice.

(b) During the Initial Term, this Agreement may be terminated by the City without Cause (Cause is defined below) upon written notice to Employee specifying the date of termination. However, should the City terminate this Agreement without Cause during the Initial Term, Employee shall be entitled to a lump-sum payment equal to six (6) months of Employee's Base Salary at the time of termination ("Severance Pay"), conditioned upon Employee's execution of a comprehensive release of claims agreement in the form acceptable to the City with the revocation period applicable to such agreement having expired on or before the 30th day after such termination (the "Release Condition"). The Severance Pay (less customary withholding of income, earnings and other employment taxes and such other deductions as may be required or duly elected by Employee) shall be paid to Employee on or before the thirtieth (30th) day following the effective date of the termination of this Agreement (or the first business day thereafter if such day is a weekend day or holiday), provided that Employee has satisfied the Release Condition. Employee shall not be entitled to the aforementioned Severance Pay in the event that (i) this Agreement is terminated due to Employee's Disability (as defined below), (ii) Employee terminates this Agreement or (iii) the City terminates this Agreement for Cause.

(c) Notwithstanding any other provision of this Agreement, the City may, at its option, terminate this Agreement during the Term immediately by giving written notice to Employee that the City has "Cause" to terminate this Agreement. In the event the City has Cause to terminate this Agreement, Employee shall not be entitled to receive any further payments except earned and unpaid Base Salary through the termination date. "Cause" is defined as follows:

- (i) Gross negligence, willful misconduct or acting in a manner that is illegal or seriously detrimental to the interests of the City, the City Council or the City residents while in the course of performing duties and services for the City;
- (ii) A failure by Employee to perform in any material respect his duties or responsibilities;
- (iii) A finding of guilty or a plea of guilty to a felony or other criminal offense involving moral turpitude;
- (iv) Any material act of dishonesty, violence or a threat of violence to the City, the City Council or the City residents;
- (v) Abuse of alcohol and/or any use of illegal drugs that materially affects Employee's performance of his duties; or
- (vi) Any other act by Employee which would constitute misconduct under the Missouri unemployment security law.

(d) In the event that Employee suffers from a disability that prevents Employee from performing duties hereunder with or without reasonable accommodation (which shall be deemed to have occurred (i) when Employee has become eligible for total disability benefits under the City's long-term group disability policy, if any, or, if no policy is then in effect, (ii) when such disability, as defined below, shall have existed for either (A) one continuous period of six months or (B) a total of seven months out of any twelve consecutive months), the City shall have the right to terminate Employee's employment hereunder by giving 30 days' written notice to Employee to that effect. For purposes of clause (ii), "disability" shall mean a physical or mental impairment which renders Employee unable to perform the essential functions of the position, even with reasonable accommodation which does not impose an undue hardship on the City. The City reserves the right, in good faith, to make this determination of disability under clause (ii) based upon information supplied by Employee and/or Employee's medical personnel, as well as information from medical personnel (or others) selected by the City or its insurers.

(e) After the Initial Term, either party may terminate this Agreement and the employment relationship upon written notice to the other.

(f) Irrespective of the reason for termination, Employee shall be compensated for all earned leave, holidays and other accrued benefits through the termination date.

12. Professional Growth.

(a) Dues and Subscriptions. The City agrees to pay for professional dues and subscriptions necessary for Employee's continuation and participation in national, state, regional and local associations and organizations as necessary and/or desirable for the good of the City through the Employee's continued professional participation and advancement.

(b) Development Travel. The City agrees to pay for travel and related expenses of the Employee for professional and official travel and meetings to adequately continue the professional development of the Employee and to pursue necessary official functions for the City, including but not limited to, the ICMA Annual Conference, the Missouri Municipal League, the Missouri City/County Management Association, and such other national, regional, state and local governmental groups and committees in which Employee is a member.

(c) Continuing Education. The City agrees to pay for travel and subsistence expenses of Employee for short courses, institutes and seminars that are necessary and/or desirable.

13. City Charter and Ordinances. This Agreement and the employment of Employee hereunder shall be subject to all applicable provisions of the City Charter, and all amendments thereto, and the Ordinances of the City.

14. Modification of Agreement. No modification or waiver of this Agreement or of any covenant, condition, or provision herein contained shall be valid unless in writing and duly executed by Employee and the City.

15. Entire Agreement. This Agreement embodies the entire agreement between the parties concerning the subject matter hereof, and there are no inducements, promises, terms, conditions, or obligations concerning Employee's employment by the City made or entered into by either the City or Employee other than as contained herein.

16. Counterparts. This Agreement may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement. Facsimile counterpart signatures to this Agreement, or counterpart signatures transmitted via e-mail, shall be acceptable and binding to and upon the parties.

Intending to be legally bound, the City and Employee have voluntarily executed this Agreement as of date(s) set forth below.

CITY OF MAPLEWOOD, MISSOURI

By Nikylan Knapper 6/16/21
Nikylan Knapper, Mayor Date

Michael Reese 6/16/21
Michael Reese Date

FIRST AMENDMENT TO EMPLOYMENT AGREEMENT

This FIRST AMENDMENT TO EMPLOYMENT AGREEMENT (this "Amendment"), is entered into this 21st day of June, 2021, by and between Michael Reese ("Employee") and the City of Maplewood Missouri (the "City").

WHEREAS, City and Employee entered into an Employment Agreement on June 16, 2021 (the "Employment Agreement"); and

WHEREAS, among other things, the Employment Agreement provided that Employee would be reimbursed for Employee's expenses for moving from Employee's current residence to City, upon submitting appropriate documentation to reflect payment for such relocation expenses by Employee in the amount of Six Thousand Dollars (\$6,000.00); and

WHEREAS, among other things the Employment Agreement provided that Employee would commence employment as City Manager on or before September 13, 2021; and

WHEREAS, Employee has requested that the relocation expenses subject to reimbursement be increased by Fifteen Hundred Dollars (\$1,500.00) to Seven Thousand Five Hundred Dollars (\$7,500.00) and City has requested that Employee provide a specific start date; and

WHEREAS, Employee has agreed to commence employment as City Manager on August 9, 2021 and in exchange, City has agreed to increase the amount of relocation expenses subject to reimbursement as requested by Employee.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree to amend the Employment Agreement as follows:

A. Section 1 of the Employment Agreement shall be deleted and replaced with the following:

1. Employment Position and Effective Date. The City hereby agrees to employ Employee as the City Manager, with such employment to commence on August 9, 2021 (the "Effective Date" of this Agreement).

B. Section 6 of the Employment Agreement shall be deleted and replaced with the following:

6. Relocation Expenses. The City agrees to reimburse Employee in an amount of Seven Thousand Five Hundred Dollars (\$7,500.00), for Employee's expenses incurred for moving from Employee's current residence to the City, upon Employee submitting appropriate documentation to reflect payment for such relocation expenses by Employee.

C. Except as expressly set forth herein, this Amendment does not amend, waive or otherwise affect any provision of the Employment Agreement, each of which is hereby confirmed and ratified in all respects and each of which applies to the performance, interpretation and enforcement of this Amendment.

Accepted and agreed to:

CITY OF MAPLEWOOD, MISSOURI

By: *Nikylan Knapper*
Nikylan Knapper, Mayor

Date: 6/21/21

Michael Reese
Michael Reese

Date: 6/18/21

SECOND AMENDMENT TO EMPLOYMENT AGREEMENT

This SECOND AMENDMENT TO EMPLOYMENT AGREEMENT (this "Amendment"), is entered into this 30th day of July, 2021, by and between Michael Reese ("Employee") and the City of Maplewood Missouri (the "City").

WHEREAS, City and Employee entered into an Employment Agreement on June 16, 2021 (the "Employment Agreement"); and

WHEREAS, City and Employee entered into a First Amendment to Employment Agreement on June 21, 2021;

WHEREAS, among other things, the Employment Agreement provided that the City agreed to provide Employee with use of the City automobile and would pay for fuel in connection with Employee's use of the City automobile for City Business Employee but Employee was required to pay for fuel for use of the City automobile for non-City business; and

WHEREAS, Employee has requested that he be able to utilize the City automobile for non-City business and City has agreed that it wishes to clarify that Employee may use the City automobile for non-City business in the St. Louis Metropolitan area.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree to amend the Employment Agreement as follows:

A. Section 9 of the Employment Agreement shall be deleted and replaced with the following:

9. Automobile. The City agrees to provide employee with use of a City automobile for City Business. Employee may also utilize the City automobile for reasonable non-City business in the St. Louis metropolitan area.

B. Except as expressly set forth herein, this Amendment does not amend, waive or otherwise affect any provision of the Employment Agreement, each of which is hereby confirmed and ratified in all respects and each of which applies to the performance, interpretation and enforcement of this Amendment

Accepted and agreed to:

CITY OF MAPLEWOOD, MISSOURI

By: *Nikylan Knapper*
Nikylan Knapper, Mayor

Michael Reese
Michael Reese

Date: *July 30, 2021*

Date: *July 29, 2021*

THIRD AMENDMENT TO EMPLOYMENT AGREEMENT

This THIRD AMENDMENT TO EMPLOYMENT AGREEMENT (this "Amendment"), is entered into this 18th day of April, 2023, by and between Michael Reese ("Employee") and the City of Maplewood Missouri (the "City").

WHEREAS, City and Employee entered into an Employment Agreement on June 16, 2021 (the "Employment Agreement"); and

WHEREAS, City and Employee entered into a First Amendment to Employment Agreement on June 21, 2021;

WHEREAS, the City and Employee entered into a Second Amendment to Employment Agreement on July 30, 2021;

WHEREAS, among other things, Section 8. of the Employment Agreement provided that the City would contribute an amount equal Five Thousand Dollars (\$5,000.00) per year of the Agreement to Employee's deferred compensation retirement plan account, subject to the terms of the applicable plan documents;

WHEREAS, at the time the Employment Agreement was entered, Employee and City understood and agreed that Employee was electing the City's contribution to his deferred compensation retirement plan account instead of participating in LAGERS;

WHEREAS, Employee and City now wish to revise the Employment Agreement to provide that Employee will be enrolled in LAGERS retroactive to his start date with the City and, effective as of the date of this Amendment, section 8. of the Employment Agreement will be deleted such that the City is not required to make any additional contributions to Employee's deferred compensation retirement plan.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree to amend the Employment Agreement as follows:

- A. Section 8 of the Employment Agreement shall be deleted in its entirety.
- B. Section 7 of the Employment Agreement shall be deemed to provide that Employee's benefits includes enrollment in LAGERS.
- C. Employee's enrollment in LAGERS shall be retroactive to Employee's start date of August 9, 2021, subject to and in accordance with all applicable laws and regulations. Employee shall be responsible for paying to City the required employee contribution for the retroactive enrollment period, in the amount identified by LAGERS, no later than six months from the date of this Amendment.
- D. Except as expressly set forth herein, this Amendment does not amend, waive or otherwise affect any provision of the Employment Agreement, each of which is hereby confirmed and ratified in all respects and each of which applies to the performance, interpretation and enforcement of this Amendment

Accepted and agreed to:

CITY OF MAPLEWOOD, MISSOURI

By: Nikylan Knapper
Nikylan Knapper, Mayor

Date: 4/18/23

Michael Reese
Michael Reese

Date: 4/18/23