

**AN ORDINANCE OF THE CITY OF CHESTERFIELD ADOPTING THE OCTOBER FIFTH, 2023 CONTINUITY OF OPERATIONS PLAN PREPARED BY THE CITY ADMINISTRATOR AND AUTHORIZING THE MAYOR TO ENTER INTO A PHASED RETIREMENT AGREEMENT WITH MICHAEL O. GEISEL, THE CITY ADMINISTRATOR**

**WHEREAS**, the City is committed to providing superior municipal services to residents and businesses in the City through professional management and leadership, which includes the office of the City Administrator; and

**WHEREAS**, the City Administrator acts as the chief operating officer of the City and oversees a professional executive staff who manage the day-to-day operations of the City's approximately 250 full time employees and an annual operating budget of approximately forty-five million dollars; and

**WHEREAS**, the City Administrator, with the advice and support of the City's executive staff, has prepared a continuity of operations plan for the eventual turnover in the office of the City Administrator; and

**WHEREAS**, the City Council believes it necessary to plan for the retirement of the City Administrator to ensure high quality continuity of operations; and

**WHEREAS**, the City desires to adopt the continuity of operations plan prepared by the City Administrator and enter into a phased retirement agreement which will provide continuity for current City operations and allow the City Council flexibility to recruit, interview, and ultimately select the next individual to serve as City Administrator; and

**WHEREAS**, on October 9<sup>th</sup>, 2023, the Finance and Administration Committee unanimously recommended a phased retirement agreement with Mr. Geisel; and

**WHEREAS**, the City Council finds adopting the continuity of operations plan and entering into a phased retirement agreement with the current City Administrator to be in the best interest of the health, safety, and welfare of the residents.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHESTERFIELD, MISSOURI AS FOLLOWS:**

**Section I:** The City of Chesterfield, Missouri adopts the October 5th, 2023 Continuity of Operations plan prepared by the City Administrator.

**Section II:** The City of Chesterfield, Missouri shall enter into a phased retirement agreement with Michael O. Geisel, as set forth in the agreement attached hereto and made a part of this Ordinance by reference.

**Section III:** That the Mayor of the City is hereby authorized and directed to execute on behalf of the City said phased retirement agreement.

**Section IV:** This ordinance shall be in full force and effect from and after its passage and approval.

Passed and approved this 18<sup>th</sup> day of March, 2024.

Bob Nation  
Presiding Officer

Bob Nation  
Bob Nation, Mayor

ATTEST:

Vickie McGownd  
Vickie McGownd

FIRST READING HELD: 3/4/2024

## PHASED RETIREMENT AGREEMENT

**THIS PHASED RETIREMENT AGREEMENT** (the “Agreement”), made by and between the **CITY OF CHESTERFIELD, MISSOURI**, a city of the third class and political subdivision of the State of Missouri, with an address of 690 Chesterfield Parkway West, Chesterfield, Missouri 63017 (the “**City**”) and **MICHAEL OLIVER GEISEL**, a natural person, over eighteen years of age, and resident of the State of Missouri (“**Geisel**”). The City and Geisel are each referred to as a “**Party**” and are collectively referred to as the “**Parties**”.

**WHEREAS**, the City Administrator acts as the chief operating officer of the City and oversees a professional executive staff who manage the day-to-day operations of the City’s approximately 250 full time employees and an annual operating budget of approximately forty-five million dollars; and

**WHEREAS**, the City desires to benefit the welfare of its residents by ensuring a continuity of operations in the office of the City Administrator and by planning for the retirement of Geisel as the City Administrator; and

**WHEREAS**, under Geisel’s current employment terms, he is only required to tender 30 days’ notice of his retirement, which would provide insufficient time to recruit, interview, and ultimately select the next individual to serve as City Administrator; and

**WHEREAS**, the City desires to enter into this Phased Retirement Agreement with Geisel to provide for continuity and consistency of management operations during the transition period from the current City Administrator to the successor City Administrator; and

**WHEREAS**, on October 9<sup>th</sup>, 2023, the Finance and Administration Committee unanimously recommended a phased retirement agreement with Mr. Geisel; and

**WHEREAS**, the City believes that entering this Phased Retirement Agreement with Geisel will benefit and support the welfare of the Residents of Chesterfield and desires to execute this Phased Retirement Agreement.

### WITNESSETH:

#### 1. RETIREMENT NOTICE

In the event that Geisel decides to retire from his employment with the City, Geisel shall be required to tender a written separation notice to the City (the “**Retirement Notice**”) no less than sixty days prior to his date of retirement (the “**Retirement Date**”). The Retirement Notice shall be deemed sufficiently given if (a) delivered to the Mayor and each member of City Council via their official City email account(s); or, (b) personally delivered; or (c) sent via national overnight courier (e.g. Federal Express); or (d) mailed by certified United States first class mail, postage prepaid to:

City of Chesterfield  
690 Chesterfield Parkway West  
Chesterfield, Missouri 63017  
Attention: City Clerk and Mayor

Hesse Graville, LLC  
13354 Manchester Road, Suite 210  
St. Louis, Missouri 63131  
Attention: Chris Graville

2. **TERM**

The term of this Agreement shall be defined as twelve months following the Retirement Date specified in the Retirement Notice (the “**Term**”).

3. **EFFECTIVE DATE**

The “**Effective Date**” of this Agreement shall be considered to be the date of full execution hereof. The date of full execution hereof shall be deemed to be the last date on which this Agreement has been signed by a Party hereto.

4. **RESPONSIBILITIES OF GEISEL**

Geisel shall have the following obligations and duties to the City during the Term:

- A. Upon tendering the Retirement Notice, Geisel will immediately initiate and implement the October 5th, 2023 Continuity of Operations plan adopted by the City Council via the same ordinance approving this Agreement.
- B. Geisel will vacate the office of the City Administrator on or before the official start date for the successor appointed City Administrator.
- C. Geisel’s employment duties and responsibilities for the Term shall be subordinate to the successor and/or acting City Administrator and shall consist of:
  - i. Assisting with onboarding the City Administrator and ensuring a successful transition.
  - ii. Assisting with oversight of the budget, and City programs, as directed by the City Administrator.
  - iii. Accompany and provide introductions for the City Administrator to local professional affiliations and community contacts.
  - iv. Assisting the City Administrator with becoming familiar with staff, management systems, the budget, and City policies and procedures.
  - v. Provide institutional knowledge, background, context, and advice to the City Administrator regarding all aspects of City business and operations.

- D. Geisel shall continue to represent the City on the Monarch-Chesterfield Levee District Board of Directors (the "**Levee Board**"). The Parties may mutually agree to extend the duration of Geisel's service on the Levee Board beyond the term of this agreement. The Parties acknowledge that Geisel's position on the Levee Board is elected by property owners and not an entitlement of the City. At the City's sole discretion, the City may request that Geisel resign from the Levee Board and Geisel will agree to resign from the same.
- E. Geisel shall continue to represent the City on the Chesterfield Valley Transportation Development District (the "**Valley TDD**"). The Parties may mutually agree to extend the duration of Geisel's service on the Valley TDD beyond the term of this agreement. At the City's sole discretion, the City may request that Geisel resign from the Valley TDD and Geisel will agree to resign from the same.
- F. Geisel shall continue to represent the City on the North Outer Forty Transportation Development District Board of Directors (the "**Outer 40 TDD**"). The Parties may mutually agree to extend the duration of Geisel's service on the Outer 40 TDD. At the City's sole discretion, the City may request that Geisel resign from the Outer 40 TDD and Geisel will agree to resign from the same.
- G. Geisel shall continue to represent the City on the St. Louis Area Insurance Trust Board of Directors (the "**SLAIT Board**"). The Parties may mutually agree to extend the duration of Geisel's service on the SLAIT Board beyond the term of this agreement. At the City's sole discretion, the City may request that Geisel resign from the SLAIT Board and Geisel will agree to resign from the same.

## 5. RESPONSIBILITIES OF THE CITY

The City shall have the following obligations and duties to the City during the Term:

- A. City shall provide an interim workspace for Geisel to perform his duties pursuant to this Agreement.
- B. City shall provide computer hardware and office equipment for Geisel's non-exclusive use for Geisel to perform his duties pursuant to this Agreement.
- C. City shall compensate Geisel on a bi-weekly basis, in the same manner and schedule as are all other full-time City employees, in a salary equal to forty percent (40%) of his total bi-weekly compensation that he was receiving

from the City as of his Retirement Date. Mr. Geisel shall not be eligible for any merit increases during the Term.

- D. City will continue to provide Geisel with all employee benefits currently described in his employment agreement with the City, except that Geisel shall not continue to accrue any paid leave, with the exception of earned long term service days.
- E. Upon Geisel's date of retirement, as with all separating employees, he will be entitled to payment for all accrued vacation. He may elect, at his sole option, to delay payment for his accrued vacation time until the end of the Term of this agreement. If payment is delayed, the accrued vacation time will be paid at the compensation rate immediately prior to his retirement date as full time City Administrator.

6. **EMPLOYMENT TERMS**

The following terms shall apply to Geisel's employment during the Term:

- A. Geisel shall continue to be employed by the City as an exempt professional employee for the Term.
- B. The City Administrator shall serve as Geisel's direct supervisor.
- C. Geisel shall serve in an administrative and advisory role to the Office of the City Administrator.
- D. Upon the appointment of a City Administrator, Geisel shall no longer have the powers of the City Administrator as set forth in City Code and State Statute, including, but not limited to, the authority to hire, terminate, or discipline any employee.
- E. Geisel and City shall continue to be bound by terms, conditions, standards, policies, and procedures applicable to City employees, except where expressly modified herein.

7. **CITY PROPERTY FOLLOWING TERM**

- A. Geisel shall have the option to purchase his City vehicle (the "**Vehicle**") at the end of the Term, at fifty percent (50%) of the fair market value. The Parties agree that the City's Director of Finance shall determine the fair market value of the vehicle.
- B. Geisel shall be permitted to retain his current mobile business phone number. Geisel shall be permitted to retain his currently issued phone hardware. If required by the cellular provider, Geisel shall be permitted to

remain on the City's group cellular telephone plan indefinitely. Geisel shall reimburse the City for all costs related to remaining on the City's cellular telephone plan following the Term.

- C. Geisel shall have the option to purchase his currently assigned computer hardware and software (the "**Electronics**") at the end of the Term. The sale price of the Electronics shall be based on the market value of the Electronics. The Parties agree that the City's Information Technology Director shall determine the market value of the Electronics.

## **8. DISPUTE RESOLUTION**

In the event of any controversy or claim arising out of or relating to this Agreement, its interpretation, application, or enforcement, or the breach or alleged breach thereof (defined herein as "Claim" or "Controversy"), the Party asserting any such Claim or Controversy shall provide prompt written notice of the existence of the Claim or Controversy to the other Party (the "Claim Notice"). To the extent the Parties cannot resolve the Claim or Controversy within ten days of receipt of the Claim Notice, then the Parties hereby agree to attend at least one mediation session within thirty (30) days of the Notice, unless the Parties jointly agree to a different timeframe for the mediation. The Parties may not commence any litigation proceeding ("Proceeding") prior to the mediation session, except any Party may commence a Proceeding prior to mediation if: (i) by operation of law the Proceeding must be commenced prior to mediation in order for the Proceeding to be timely under the applicable statute(s) of limitations, in which event the Parties shall take no further action in the proceedings post-filing and the litigation will be stayed by agreement until seven days following the mediation session; and/or (ii) the Party commencing the proceeding is seeking temporary and/or preliminary injunctive relief. Mediation will take place in St. Louis County, Missouri and all Parties must have at least one representative physically present at mediation. The Parties shall work in good faith to agree on the mediator, the time, date, and location of mediation. The Parties shall split the costs of mediation, each Party to pay their own attorney's fees. In the event that the Parties cannot agree on a mediator, the Parties will each select a mediator and those two mediators will agree on and select a third mediator who will conduct the mediation. Each Party will pay their selected mediator's fees for choosing the third mediator.

## **9. INVALIDITY OF PROVISIONS**

If any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.

## **10. EXAMINATION OF AGREEMENT**

City and Geisel hereby acknowledge that they have each read, understood and had the opportunity to be advised by legal counsel as to all of the provisions of this Agreement. Should any provision of this Agreement require judicial interpretation, it is agreed that any court interpreting this Agreement shall not apply a presumption that the terms hereof should be construed more strictly against one Party than the other by reason of the rule that a document is to be more strictly construed against the Party who prepared the document or the initial draft of the

document. Both Parties acknowledge that this Agreement is the product of extensive negotiations between the Parties and that both Parties have contributed substantially to the final preparation of the terms and provisions of this Agreement. Typewritten or handwritten provisions inserted in this Agreement and initialed by both Parties, and any amendment or addenda initialed or signed by both Parties, shall control in the event of any conflict or inconsistency with any other provisions of this Agreement, and handwritten provisions initialed by both Parties shall control over typewritten provisions.

**11. HEADINGS**

It is understood and agreed that the headings are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of this Agreement, nor in any way affect this Agreement.

**12. APPLICABLE LAW; VENUE**

Agreement shall be governed by, and construed in accordance with, the laws of the State of Missouri. The sole venue for any action filed in connection with this Agreement shall be the Circuit Court of St. Louis County, Missouri, and each Party agrees to waive any defense of an inconvenient forum. The Parties expressly waive their right to remove any matter brought in Circuit Court to federal court or to institute any action in federal court.

**REMAINDER OF PAGE LEFT BLANK INTENTIONALLY**

**SIGNATURE PAGES FOLLOW:**



IN WITNESS WHEREOF, the City and Geisel have caused this Phased Retirement Agreement to be executed in their respective names and the City has caused its seal to be affixed thereto and attested as of the Effective Date.

*Michael Oliver Geisel*

Michael Oliver Geisel

CITY:

(SEAL)

CITY OF CHESTERFIELD, MISSOURI

*Bob Nation*

Bob Nation, Mayor

STATE OF MISSOURI )  
 )SS.  
COUNTY OF ST. LOUIS )

On this 19<sup>th</sup> day of March, 2024, before me appeared **BOB NATION**, to me personally known, who, being by me duly sworn, did say that he is the Mayor of Chesterfield, Missouri, a city of the third class of the State of Missouri, and did say that the seal affixed to the foregoing instrument is the seal of said City, and that said instrument was signed and sealed on behalf of the City by authority of its City Council; and he acknowledged said instrument to be the free act and deed of said City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

*Vickie McGownd*



Printed Name: Vickie McGownd  
Notary Public in and for said State  
Commissioned in St. Louis County

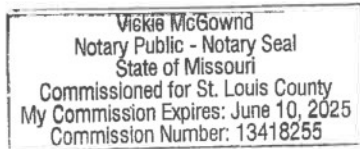
(SEAL)

My commission expires: 6/10/2025

STATE OF Missouri )  
 )SS.  
COUNTY OF St. Louis )

On this 19<sup>th</sup> day of March, 2024, before me appeared Michael Oliver Geisel, to me personally known, who, being by me duly sworn, did say that said instrument was signed on his behalf; and acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.



Vickie McGownd

Printed Name: Vickie McGownd  
Notary Public in and for said State  
Commission in St. Louis County

(SEAL)

My commission expires: 6/10/2025