

**EMPLOYMENT AGREEMENT BETWEEN
CITY OF WEST ST. PAUL AND NATHAN BURKETT**

THIS AGREEMENT is made this 22nd day of March, 2021, by and between the City of West St. Paul, Minnesota (“City”), and Nathan Burkett (“Burkett”).

The parties agree as follows:

1. **POSITION.** City agrees to employ Burkett as its City Manager. Burkett agrees to serve as City Manager in accordance with Minnesota Statutes, the City Charter, City ordinances, and the Code of Ethics of the International and Minnesota City/County Management Associations, and to perform such other legally permissible and proper duties and functions as the City Council shall from time-to-time assign.
2. **SALARY.** City shall pay Burkett a salary of \$160,000 per year starting on May 3, 2021 (“Start Date”). Such salary shall be paid in installments over 26 pay periods during a calendar year. City and Burkett agree that an initial performance review will be conducted six (6) months after his Start Date and annually thereafter. The City agrees to an increase of at least \$3,000 in compensation effective on January 1, 2022, contingent upon a successful initial performance review. Thereafter, City will consider subsequent increases on an annual basis, following the completion of successful performance reviews.
3. **PENSION PLAN.** At Burkett’s choosing, City shall contribute to PERA as required by State law for Burkett or in an equal amount to a deferred compensation plan authorized by City and consistent with City’s Benefits Plan.
4. **HOLIDAYS.** City shall provide Burkett the same holidays as enjoyed by other non-union employees.
5. **GENERAL INSURANCE.** City shall provide Burkett the same group hospital, medical, dental, life and disability insurance benefits as provided to all other non-union employees.
6. **PAID TIME OFF (PTO).** Burkett shall be considered to be beginning his 15th year of service on his initial employment date and shall accrue PTO at a rate appropriate thereto, currently 215.96 hours annually. Additional PTO will be consistent with the City’s then existing policy. Effective on Burkett’s Start Date, Burkett shall be credited with 160 hours of PTO and shall be immediately eligible to use said hours.
7. **DUES AND SUBSCRIPTIONS.** City shall budget and pay the professional dues and subscriptions for Burkett which are deemed reasonable and necessary for Burkett’s continued participation in national, regional, state and local associations necessary and desirable for Burkett’s continued professional participation, growth and advancement.
8. **PROFESSIONAL DEVELOPMENT.** City shall budget and pay necessary and reasonable registration, travel and subsistence expenses of Burkett for professional and

official travel, meetings and occasions adequate to continue Burkett's professional development such as the International City/County Management Association Annual Conference.

9. **CIVIC CLUB MEMBERSHIP.** City recognizes the desirability of representation in and before local civic and other organizations. Burkett is authorized to become a member of such civic clubs or organizations as deemed appropriate by Burkett and City and at City's expense.
10. **AUTOMOBILE.** Burkett shall be paid a monthly allowance of \$400 for use of his personal automobile for City business. Burkett shall be reimbursed at the City authorized mileage reimbursement rate for City related travel outside the 15 county Minneapolis-St. Paul-Bloomington Metropolitan Statistical Area.
11. **GENERAL EXPENSES.** City shall reimburse Burkett reasonable miscellaneous job-related expenses with appropriate documentation that are consistent with City's policies and practices.
12. **HOURS OF WORK.** It is understood that the position of City Manager requires attendance at evening meetings and occasionally at weekend meetings. It is understood by Burkett that this is an exempt position under the Federal Fair Labor Standards Act and that additional compensation and compensatory time shall not be allowed for such additional expenditures of time. It is further understood that Burkett may absent himself from the office to a reasonable extent in consideration of extraordinary time expenditures for evening and weekend meetings at other than normal working hours.
13. **COMPLIANCE WITH POLICIES AND REGULATIONS.** To the extent not inconsistent with or in conflict with the provisions of this Agreement, all obligations and responsibilities relating to the Personnel Policies and regulations as they apply to other non-union employees and as they now exist or hereafter may be amended, also shall apply to Burkett; and Burkett shall comply with such regulations and policies. In those situations in which the City grants different rules and regulations to different groups of employees, Burkett shall be treated in the same manner as City department heads.

To the extent the governing provisions relating to such policies and regulations require the consent, waiver or approval of the City Manager as such policies and regulations relate to other employees, Burkett must obtain the consent, waiver or approval of the City Council as such policies and regulations apply to Burkett.

14. **OUTSIDE EMPLOYMENT.** Burkett shall devote his full business time and best efforts to the City and will not engage in any outside occupation, employment or business that could hinder the impartial, objective or efficient performance of his duties or create a conflict of interest. Burkett will obtain City's permission for any employment outside his responsibilities as City Manager.

15. AMENDMENTS IN WRITING. The parties may mutually agree to amend this Agreement at any time in writing.

16. TERM. City and Burkett agree that he is employed for an indefinite term and that at any time City may, by a majority vote of the City Council, with or without cause, terminate this Agreement and Burkett's services subject only to the payment authorized under Section 17 hereof. Burkett shall be deemed an "at will" employee.

17. TERMINATION BENEFITS. In the event that Burkett is terminated by the City during such time that Burkett is willing and able to perform the duties of City Manager, then in that event, City agrees to pay Burkett at the time of receipt of his last paycheck a lump sum cash payment equal to 6 months aggregate salary and City shall continue to provide and pay for the benefits set forth in Section 5 for a period of 6 months following termination. Payment for any accrued but unused PTO will be paid in accordance with the Post Employment Health Care Account, or other legal methods for payment, distribution or transfer of funds that are in effect on Burkett's last day of employment. These benefits shall be deemed "Termination Benefits."

However, in the event Burkett is terminated because of malfeasance in office, gross misconduct, conviction of a felony, conviction of an illegal act involving personal gain to Burkett, or conviction of a crime of dishonesty, then City shall have no obligation to pay the Termination Benefits.

If City at any time during the employment term reduces the salary or other financial benefits of Burkett in a greater percentage than across-the-board reduction for all non-union employees, or if City refuses, following written notice, to comply with any other provisions of this Agreement benefiting Burkett or Burkett resigns following a formal suggestion by City that he resign, then Burkett may, at his option, be deemed to be "terminated" on the effective date of Burkett's resignation and the Burkett shall also be entitled to receive the Termination Benefits set forth above.

If Burkett voluntarily resigns his position with City, Burkett agrees to give the City forty-five (45) days advance notice, unless such notice is waived by the City. If Burkett voluntarily resigns his position with City, there shall be no Termination Benefits due to Burkett and he shall no longer accrue PTO as of the date of notice of resignation.

[remainder of page intentionally blank]

KWB

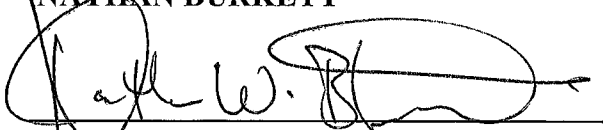
CITY OF WEST ST. PAUL

By: _____
David J. Napier, Mayor

By: _____
Ryan Schroeder, City Manager

A handwritten signature in black ink, appearing to be 'RWB', located in the bottom right corner of the page.

NATHAN BURKETT

A handwritten signature in black ink, appearing to read "Nathan W. Burkett", written over a horizontal line.

Nathan Burkett

3/18/2021

