

**Employment
Agreement
Between DeeAnn Mickelsen
And
City of Mesa**

This Employment Agreement (the "Agreement"), is effective as of July 1, 2015 by and between the City of Mesa, an Arizona municipal corporation, (hereinafter called "Employer") and DeeAnn Mickelsen (hereinafter called "Employee").

In consideration of the mutual covenants and undertakings set forth below, the parties agree as follows:

I. Term

This Agreement shall be deemed effective as of July 1, 2015. Employee will be paid the compensation set forth in this agreement. This Agreement will remain in effect until terminated or amended by the Employer or Employee as provided for in this Agreement.

II. Duties and Authority

Employee agrees to perform the functions and duties of City Clerk, as specified in the Mesa City Charter, the Mesa City Code, and as directed by the Mesa City Council.

Employee understands and acknowledges that the Mesa City Clerk is an at-will position and serves at the pleasure of the Mesa City Council, pursuant to Section 401(A) of the Mesa City Charter.

III. Compensation and Benefits

- a. Base Pay: Employee will be paid an annual base salary of \$140,017.50 payable in installments at the same time and manner that the other City employees are paid.

Employee will be eligible for additional salary increases based upon merit and performance, as determined by the City Council. Employee will be eligible for cost of living increases as provided in the budget for other City Executive level employees.

- b. Deferred Compensation: Employer will pay \$5,000 per year into a defined contribution plan established by the City, on Employee's behalf. Payments will be made in equal proportionate amounts each pay period. Employee will designate the defined contribution plan.
- c. Vacation Leave: The Employee shall accrue 14 hours of vacation leave per month. If Employee has accumulated in excess of 240 hours of vacation leave after December 31 of each year, the Employee will be paid for the excess amount leave. The Employee is not required to use 80 hours of vacation leave to be entitled to this payment (as set forth in the Personnel Rules).

- d. Personal Leave: The Employee shall be credited 24 hours of personal leave per year. These days will be credited to the Employee's personal leave bank at the beginning of each fiscal year. If not used during the fiscal year provided, they will be forfeited by the Employee.
- e. Arizona Retirement System: The Employer will be responsible for the employer's contribution and the Employee will be responsible for her contribution to the Arizona State Retirement System.
- f. Benefits and Life Insurance: Employee is entitled to the same benefits, including but not limited to sick leave, medical, dental, vision, and life insurance benefits provided to other City Executive level employees.
- g. Automobile Allowance: The Employer shall reimburse the Employee at the City's standard mileage rate for any business use of the vehicle beyond the corporate boundaries of Maricopa County.
- h. Communication Allowance: Employer will pay Employee \$960 per year, payable monthly (\$80 per month), as a communication allowance.

IV. Liquidated Damages for Termination

Employee understands and agrees that, pursuant to Section 401 (A) of the Mesa City Charter, the City Clerk serves at the pleasure of the Mesa City Council.

If the Employee is terminated without cause, and in consideration for a full and complete release of all claims and causes of action against the Employer, the Employer agrees to pay the Employee an amount equal to six (6) months salary, calculated using the salary at the time of termination. If, however, the Employee is terminated because of a felony conviction or any criminal offense involving moral turpitude or because of her willful breach or habitual neglect of her duties under the Agreement, the Employer shall have no obligation to pay this amount.

In the event that the Employee voluntarily resigns her position with the Employer, the Employee shall provide the Mayor and City Council of Mesa a minimum of 30 days written notice unless the parties agree otherwise. If the Employee voluntarily resigns, Employer will have no obligation to pay the sum set forth in this provision.

V. Other Terms and Conditions of Employment

- a. Applicability of Mesa Personnel Rules: Employer and Employee understand and agree that all terms and provisions in the Mesa Personnel Rules are applicable to Employee, unless inconsistent with the terms of this agreement.

- b. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.
- c. Governing Law: This Agreement will be governed by and construed in accordance with laws of the State of Arizona. The parties agree that venue will be Maricopa County, Arizona.
- d. Complete Agreement: This represents the complete Agreement between the parties. Any amendments to this Agreement must be in writing and signed by the parties.

EMPLOYEE


DeeAnn Mickelsen

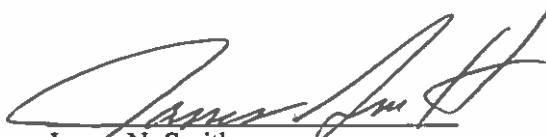
10-28-15
Date

CITY OF MESA


John C. Giles
Mayor

10/27/15
Date

Approved as to form:


James N. Smith
Mesa City Attorney

10/27/15
Date

First Amendment to the Employment Agreement

Dee Ann S. Mickelsen
And
City of Mesa

This First Amendment to the Employment Agreement ("First Amendment") is by and between the City of Mesa an Arizona municipal corporation ("Employer") and Dee Ann S. Mickelsen ("Employee"). Employer and Employee may be referred to individually as "Party" and collectively as the "Parties."

RECITALS

- A. Employer and Employee are parties to the certain Employment Agreement dated effective as of July 1, 2015 (the "Employment Agreement").
- B. The Parties desire to amend the Employment Agreement to increase the vacation accrual to 20 hours per month and to increase deferred compensation by \$10,000 per year.

AGREEMENT

NOW, THEREFORE, for and in consideration of the foregoing, and the promises and agreements set forth herein and the Employment Agreement, the Parties agree as follows:

- 1. Deferred Compensation. The Parties agree that Employer's payments into a defined contribution plan (or plans), as provided in Section III(b) of the Employment Agreement, will be increased by \$10,000 per year, bringing the total deferred compensation payment to \$15,000 per year. This increase shall be effective as of July 1, 2016.
- 2. Vacation Leave. The Parties agree that Employee shall accrue 20 hours of vacation leave per month. Accordingly, the first sentence in Section III(c) of the Employment Agreement shall be amended to read as follows: "The Employee shall accrue 20 hours of vacation leave per month." This increase shall be effective as of July 1, 2016.
- 3. Effect of First Amendment. This First Amendment shall be deemed to amend the Employment Agreement with respect to all terms, provisions and changes set forth in this First Amendment. Except as amended by this First Amendment, all terms, provisions and conditions of the Employment Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed on or as of November 9, 2016.

EMPLOYEE

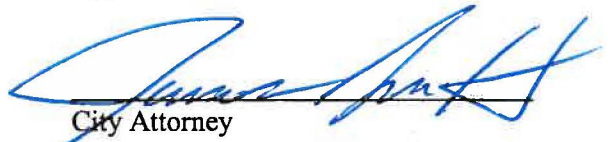

Dee Ann S. Mickelsen
City Clerk

EMPLOYER

CITY OF MESA, an
Arizona municipal corporation


John C. Giles
Mayor

Approved as to form:


City Attorney

Second Amendment to the Employment Agreement

**DeeAnn S. Mickelsen
And
City of Mesa**

This Second Amendment to the Employment Agreement ("Second Amendment") is entered into between the City of Mesa an Arizona municipal corporation ("Employer") and DeeAnn S. Mickelsen ("Employee"). Employer and Employee may be referred to individually as "Party" and collectively as the "Parties."

RECITALS

- A. Employer and Employee are parties to that certain Employment Agreement entered into as of July 1, 2015 (the "Employment Agreement");
- B. The Parties thereafter, on November 9, 2016, entered into a First Amendment to the Employment Agreement to provide Employee with certain compensation and benefit increases (the "First Amendment"); and
- C. The Parties, through this Second Amendment, hereby desire to modify the City Clerk's compensation by increasing the Employee's current annual base salary by 3%.

AGREEMENT

NOW, THEREFORE, for and in consideration of the foregoing, and the promises and agreements set forth herein, the Parties agree as follows:


- 1. Base Salary. The Parties agree that Employee's annual base salary, as set forth in Section III, Paragraph A of the "Compensation and Benefits" section of the Employment Agreement, is hereby increased by 3%, and such increase shall be effective as of July 1, 2017.
- 2. Effect of Second Amendment. This Second Amendment shall be deemed to amend the Employment Agreement and First Amendment with respect to all terms, provisions and changes set forth in this Second Amendment. Except as amended by this Second Amendment, all terms, provisions and conditions of the Employment Agreement and First Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed on or as of October 2, 2017.

EMPLOYEE


DeeAnn S. Mickelsen

**EMPLOYER
CITY OF MESA, an
Arizona municipal corporation**


John C. Giles
Mayor

Third Amendment to the Employment Agreement

DeeAnn S. Mickelsen
And
City of Mesa

This Third Amendment to the Employment Agreement ("Third Amendment") is entered into between the City of Mesa an Arizona municipal corporation ("Employer") and DeeAnn S. Mickelsen ("Employee"). Employer and Employee may be referred to individually as "Party" and collectively as the "Parties."

RECITALS

- A. Employer and Employee are parties to that certain Employment Agreement entered into as of July 1, 2015; and a First Amendment to the Employment Agreement dated November 9, 2016; and a Second Amendment to the Employment Agreement dated October 2, 2017 (collectively, the "Employment Agreement").
- B. The Parties, through this Third Amendment, hereby desire to modify the City Clerk's compensation by increasing the Employee's current annual base salary by 4%, and, due to Arizona State Retirement System ("ASRS") rule changes this year, to further clarify that any annual vacation payout is considered a mandatory amount paid under an employer policy to reduce the employee's accrued vacation leave balance to a prescribed maximum.

AGREEMENT

NOW, THEREFORE, for and in consideration of the foregoing, and the promises and agreements set forth herein, the Parties agree as follows:


- 1. Base Salary. The Parties agree that Employee's annual base salary, as set forth in Section III, Paragraph A of the "Compensation and Benefits" section of the Employment Agreement (as amended in the amendments), is hereby increased by 4%, and such increase shall be effective as of July 1, 2018.
- 2. Vacation Payout. As clarification for ASRS, the Parties agree that any annual vacation payout is considered a mandatory amount paid under an employer policy to reduce the employee's accrued vacation leave balance to a prescribed maximum. Accordingly, the Parties agree (as further clarification to the existing Employment Agreement) that the following City of Mesa Personnel Rules provision applies to Employee: the "maximum accumulation of vacation time is two hundred forty (240) hours" and if there is "excess of [the 240 hours maximum] on December 31st of each year [Employee] will be paid for the excess amount of time after December 31st." [City of Mesa Personnel Rules Section 422(C)] Except as clarified and provided in this section, all other terms of Employee's vacation leave as provided in the Employment Agreement remain unchanged and in full force and effect.
- 3. Effect of Third Amendment. This Third Amendment shall be deemed to amend the Employment Agreement with respect to all terms, provisions and changes set forth in this Third Amendment. Except as amended by this Third Amendment, all terms, provisions and conditions of the Employment Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed on or as of August 20, 2018.

EMPLOYEE


Dee Ann S. Mickelsen

EMPLOYER
CITY OF MESA, an
Arizona municipal corporation


John L. Giles
Mayor

Fourth Amendment to the Employment Agreement

**DeeAnn S. Mickelsen
And
City of Mesa**

This Fourth Amendment to the Employment Agreement ("Fourth Amendment") is entered into between the City of Mesa an Arizona municipal corporation ("Employer") and DeeAnn S. Mickelsen ("Employee"). Employer and Employee may be referred to individually as "Party" and collectively as the "Parties."

RECITALS

- (A) Employer and Employee are parties to that certain Employment Agreement entered into as of July 1, 2015; a First Amendment to the Employment Agreement dated November 9, 2016; a Second Amendment to the Employment Agreement dated October 2, 2017; and a Third Amendment to the Employment Agreement dated August 20, 2018 (collectively, the "Employment Agreement").
- (B) The Parties, through this Fourth Amendment, hereby desire to modify the Employee's annual salary, and provide for an additional sick leave payout upon Employee's retirement from the Employer.

AGREEMENT

NOW, THEREFORE, for and in consideration of the foregoing, and the promises and agreements set forth herein, the Parties agree as follows:

- 1. **Base Salary.** The Parties agree that Employee is hereby granted a market rate adjustment to her annual base salary, as set forth in the Employment Agreement, in the amount of 4% and such increase shall be effective as of July 1, 2019.
- 2. **Sick Leave Payout.**
 - (A) Employee, consistent with the benefits offered to all City Employees, is entitled, at retirement from the City of Mesa or death while employed, to be compensated for all accumulated sick leave time, up to a maximum of 520 hours for full time employees, at the rate of fifty percent (50%) of the accumulated sick leave time hours at the employee's effective hourly rate of pay.
 - (B) In addition to the compensation in paragraph (A) above, and as to the fifty percent of hours that would not be eligible for compensation under paragraph (A) above, the Parties agree that Employee shall also be entitled to be compensated for additional sick leave hours accrued, up to an additional maximum of 520 hours as follows: At retirement from the City of Mesa or death while employed, for each full month employed as City Clerk, whether in an interim or permanent role, Employee shall be compensated for accumulated sick leave hours that would not be eligible for compensation under paragraph (A) above on a percentage basis based on the number of full months employed as City Clerk, up to a maximum of 100% payment of additional sick leave hours after 120 full months of employment.
- 3. **Effect of Fourth Amendment.** This Fourth Amendment shall be deemed to amend the Employment Agreement with respect to all terms, provisions and changes set forth in this Fourth Amendment.

Except as amended by this Fourth Amendment, all terms, provisions and conditions of the Employment Agreement shall remain in full force and effect.

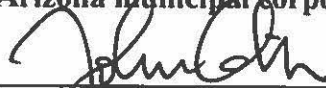
IN WITNESS WHEREOF, the Parties have caused this Fourth Amendment to be duly executed on or as of November 4, 2019.

EMPLOYEE

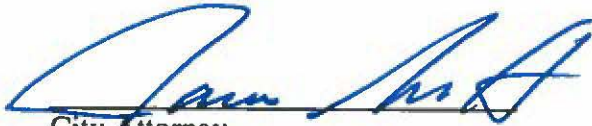

DeeAnn S. Mickelsen

EMPLOYER

**CITY OF MESA, an
Arizona municipal corporation**


John C. Giles
Mayor

Approved as to Form


City Attorney

Fifth Amendment to the Employment Agreement

**DeeAnn S. Mickelsen
And
City of Mesa**

This Fifth Amendment to the Employment Agreement ("Fifth Amendment") is entered into between the City of Mesa, an Arizona municipal corporation ("Employer") and DeeAnn S. Mickelsen ("Employee"). Employer and Employee may be referred to individually as "Party" and collectively as "Parties."

RECITALS

- A. Employer and Employee are parties to that certain Employment Agreement entered into and made effective as of July 1, 2015; a First Amendment to the Employment Agreement dated November 9, 2016; a Second Amendment to the Employment Agreement dated October 2, 2017; a Third Amendment to the Employment Agreement dated August 20, 2018; and a Fourth Amendment to the Employment Agreement dated November 4, 2019 (collectively, the "Employment Agreement").
- B. The Parties, through this Fifth Amendment, hereby desire to modify Employee's annual base salary and provide for a one-time payment to Employee.

AGREEMENT

NOW, THEREFORE, for and in consideration of the foregoing, and the promises and agreements set forth herein, the Parties agree as follows:

- 1. Base Pay: The Parties agree that Employee's annual base salary, as set forth in the Employment Agreement, is hereby increased by 3%, and such increase shall be effective January 4, 2021.
- 2. One-Time Payment: Consistent with the one-time payment made to eligible City of Mesa employees, the Parties agree that Employer will pay to Employee a one-time gross payment of \$2,000, applicable taxes and withholdings to be deducted, to be direct deposited on January 15, 2021 into Employee's account on file with the City of Mesa payroll system.
- 3. Effect of Fifth Amendment: This Fifth Amendment shall be deemed to amend the Employment Agreement with respect to all terms, provisions, and changes set forth in this Fifth Amendment. Except as amended by this Fifth Amendment, all terms, provisions, and conditions of the Employment Agreement shall remain in full force and effect.

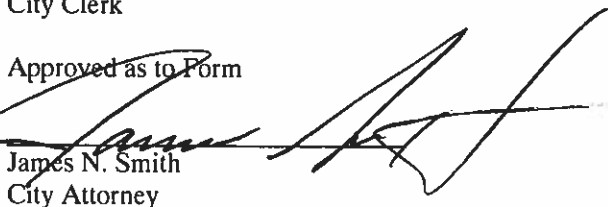
IN WITNESS WHEREOF, the Parties have caused this Fifth Amendment to be duly executed on or as of February 25, 2021.

EMPLOYEE



DeeAnn S. Mickelsen
City Clerk

Approved as to Form



James N. Smith
City Attorney

EMPLOYER

**CITY OF MESA, an
Arizona municipal corporation**



John C. Giles
Mayor