

**SEPARATION AGREEMENT**

Gordon Brock ("Brock") and City of Bel-Ridge ("City") hereby enter into this Separation Agreement ("Agreement") and agree as follows:

1. Within twenty (20) days of execution of this Agreement, City will pay Brock at his former salary for the period of October 1 through December 31, 2016, with all formerly agreed deductions and reflected as same in Brock's 2016 W-2.
2. Brock will meet at a mutually agreeable time at City's offices with a designated city representative to remove all of his personal property therefrom.
3. City will pay for Brock's health insurance at the level most recently afforded to Brock until March 31, 2017. Brock acknowledges that he is responsible for all his health insurance costs after March 31, 2017.
4. City will in due course provide Brock with notification of rights under COBRA regarding health insurance and notification of rights under the City Retirement Plan with LAGERS.
5. Upon execution of this Agreement, Brock thereafter shall be paid for one hundred and sixty and one-quarter (160.25) hours of vacation pay at his former rate of pay with all formerly agreed deductions and reflected as same in Brock's 2016 W-2.
6. Upon execution of this Agreement, Brock thereafter shall be paid compensatory time for nine and seven-tenths (9.7) hours at his former rate of pay with all formerly agreed deductions and reflected as same in Brock's 2016 W-2.
7. City will provide Brock with a retirement badge and identification card.
8. Brock shall sign the General Release and Covenant Not to Sue in the form attached hereto as Exhibit A.

9. This Agreement is the final and complete expression of the parties' understanding, superseding any and all prior oral and written understandings and agreements. The terms of this Agreement cannot be waived or modified except in writing signed by the parties. The parties acknowledge that prior to signing this Agreement they have read the Agreement and all Exhibits in full and have been advised to and have had the opportunity to consult with counsel and that they have had this Agreement reviewed by such of their attorneys and advisors as they deem necessary. The parties hereto further acknowledge that they have: (i) had adequate and reasonable time to consider this Agreement and all other options available to them and have made any independent investigation of such facts as they deem necessary or appropriate in order to make the decision to enter into this Agreement; (ii) made an independent determination to enter into this Agreement; (iii) not relied upon any statement of or information received from any other party or from counsel for any other party that is not expressly reflected herein in making such independent investigation and determination; (iv) there have been no written or oral representations made to induce them to execute this Agreement that are not expressly reflected herein; and (v) they understand this Agreement and signed it voluntarily under their own free will. Nothing in this Agreement shall be construed as an admission of any liability or violation of any law or agreement, the parties expressly denying any and all liabilities and violations.

10. The interpretation and performance of this Agreement, except as otherwise specifically provided, shall be governed by the internal laws of the State of Missouri (excluding its conflict of law rules). For all purposes, this Agreement shall be deemed to have been made in the State of Missouri.

11. If any provision of this Agreement shall be declared invalid or shall be declared unenforceable for any reason, the remaining provisions of this Agreement shall not be affected by such invalidity or failure but shall be fully enforceable.

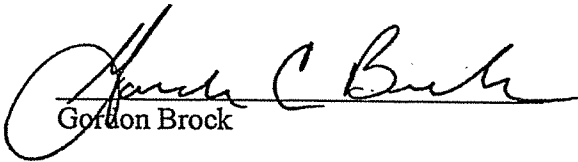
12. This Agreement shall be binding upon and inure to the benefit of the parties, their representatives, officers, officials, agents, attorneys, employees, predecessors, successors, heirs, devisees and assigns, including all persons and entities claiming by, through or under the parties.

13. The parties agree that this Agreement constitutes a mutually beneficial and satisfactory resolution of all matters between them.


14. The parties agree to submit any and all disputes arising as to the terms of this Agreement to mediation, and if mediation is unsuccessful then to arbitration by a single arbitrator, in accordance with the rules of the Federal Mediation and Conciliation Service. The arbitrator shall apply the substantive law of Missouri. The arbitration proceeding shall take place in St. Louis County, Missouri. The arbitrator shall have no conflict of interest with the City or Brock. There shall be no substantive motions or discovery, except the arbitrator shall authorize such discovery as may be necessary to insure a fair private hearing, which shall be held and completed within 120 days of the demand for arbitration. The prevailing party shall be awarded his or its reasonable attorney's fees and all reasonable expenses and costs, in addition to all other available remedies. Judicial review of the arbitrator's award may be sought from the Circuit Court of St. Louis County, Missouri, only upon the grounds of fraud, corruption, misconduct, or erroneous conclusions of law. The decision of the arbitrator shall be enforceable in any court of competent jurisdiction.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH  
MAY BE ENFORCED BY THE PARTIES.

In Witness Whereof:

  
Gordon Brock

Date: 12/30/2016

  
City of Bel-Ridge  
By: Mayor

Date: January 17, 2017