

From: [Stephens, Jesse](#)
To: [Perkins, Drew](#)
Subject: Employment Agreement - Item (L)
Date: Friday, November 14, 2025 5:06:37 PM
Attachments: [Employment Agreement.pdf](#)
[image001.png](#)

Dear Board of Trustees,

Please find the attached employment agreement for the executive director. I'm seeking a motion to allow Jesse Stephens (executive director) and Randy Chann (Chairperson) to sign and execute the attached agreement.



Jesse Stephens, PE - Executive Director
Boone County Regional Sewer District (BCRSD)
1314 N. 7th St., Columbia, MO 65201
C: 573.239.4025 | O: 573.443.2774
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EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT (this “Agreement”) dated as of November 6, 2025 (the “Effective Date”) is entered into by and between the Boone County Regional Sewer District, a Missouri common sewer district organized and operating pursuant to Chapter 204, RSMo. (the “District”), and Jesse Stephens, a resident of the state of Missouri (the “Employee”). The District and the Employee are sometimes individually referred to herein as a “Party” and collectively as the “Parties.”

WHEREAS, the District desires to employ Employee as its Executive Director and Employee desires to be employed by the District as its Executive Director;

WHEREAS, at least a majority of the District’s Board of Trustees (“Board of Trustees”) have voted, at a duly called and authorized meeting, to employ Employee as the District’s Executive Director under the terms and conditions of this Agreement; and

WHEREAS, the Parties desire to enter into an agreement setting forth the terms of such employment as of the Effective Date, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and promises set forth herein, the District and the Employee, intending to be legally bound, hereby agree as follows:

AGREEMENT

1. Employment.

(a) **General.** Beginning on November 6, 2025 (the “Start Date”), the District shall employ Employee, and Employee shall be employed by the District, as its Executive Director, subject to the other terms and conditions herein provided. As a condition of Employee’s employment with the Company, Employee will be required to sign this Agreement, successfully complete all facets of the District’s pre-employment screening process, which includes confirmation that Employee is legally able to work for the District in the United States in the position offered to Employee and completion of a background investigation.

(b) **At-Will Employment.** The District agrees to employ the Employee and the Employee hereby accepts such employment upon the terms and conditions set forth in this Agreement. Nothing in this Agreement guarantees the Employee employment for any specific term, in any specific positions, or at any specific level of compensation. Rather, the Employee will be employed as an “at-will” employee. The Employee acknowledges and agrees that the Employee’s employment is for an indefinite duration and may be terminated by the Employee or the District at any time, with or without notice, for any lawful reason.

(c) **Term.** This Agreement shall be effective from the Effective Date until the date of termination of the Employee’s employment with the District for any reason or no reason by either party.

(d) Duties. The Employee shall have such duties and shall perform such services as the Board of Trustees, at its sole discretion, may assign to the Employee from time to time. During the course of the Employee's employment with the District, the Employee shall devote the Employee's best efforts and entire working time to the business of the District and shall perform all assigned duties to the best of the Employee's ability in accordance with the District's directions. Employee agrees to observe and comply with the reasonable rules and policies of the District as adopted by the Board of Trustees from time to time (to the extent they do not conflict with the terms of this Agreement), in each case, as amended from time to time, and as delivered or made available to Employee.

2. Compensation and Related Matters

(a) Compensation. Beginning on the Start Date and through the second year of employment (2026), Employee shall receive a base salary at a rate initially of \$133,795.59 per annum (the "Salary"), subject to lawful withholdings and deductions, which shall be paid in installments in accordance with the customary payroll practices of the District. Such Salary may be reviewed by the Board of Trustees from time to time and may be adjusted from time to time by the Board of Trustees.

(b) Employee Benefits. Employee will be entitled to participate in all employee benefit plans and programs generally available to employees of the District, to the extent consistent with applicable District policies and governing benefit plan requirements, as determined by the District and to the extent that Employee meets the eligibility requirements for each individual plan or program, including Health Insurance, Long-Term Disability Insurance, and participation in a retirement plan, except as otherwise specified in subsection 2(b)(i) below. The District reserves the right to amend or terminate any employee benefit plan at any time in its sole discretion.

(i) Retirement Plan. Employee will be authorized to participate in a District-sponsored retirement plan effective beginning on the Start Date. In the event Employee's participation in such retirement on the Start Date is prohibited by the retirement plan, law or for another reason, then Employee shall receive additional compensation in the amount of eight percent (8%) of his Salary until such time as Employee is eligible to participate in the District's retirement plan.

3. Termination

(a) Employment at Will; Termination for Any Reason. The Employee's employment with District is at will. District or the Employee may terminate the Employee's employment at any time for any or no reason immediately upon providing written notice to the other party. Unless otherwise provided in this Agreement, the Employee will not be entitled to any compensation or benefits of any type following the effective date of termination, other than payment of accrued Salary through the termination date. Upon the Employee's termination of employment with the District for any reason, the Employee will forthwith resign as of the termination date from all non-employee titles, positions and appointments the Employee then holds with the District or on its behalf, and the Employee hereby agrees to take all actions necessary to

effect such resignations, unless the Board of Trustees requests in writing that the Employee retain any such titles, positions and appointments and the Employee has agreed to do so in writing.

4. Restrictive Covenants

(a) Covenant to Comply with Previous Employment Agreements. The Employee represents and warrants to the District that the Employee's execution, delivery and performance of this Agreement does not and will not cause Employee to breach or violate any provision of any employment agreement or any other agreement with any other person. Employee promises to District that Employee shall not and will not breach any promise, covenant, or agreement it made pursuant to any employment agreement or breach any other provision of any other agreement with any other person. Employee represents and warrants to the District that Employee is not subject to any agreement with any prior employer or other third party that would in any way place restrictions on Employee's performance of his employment duties to District.

(b) Non-Disclosure of Confidential and Proprietary Information. Except as authorized in writing by the District or as required to perform the Employee's duties to the District, including but not limited to fulfilling the District's obligations pursuant to the Missouri Sunshine Law, Chapter 610, RSMo. during his employment with the District, the Employee shall not, at any time during employment by the District or thereafter, directly or indirectly disclose, furnish, or make accessible to any person, firm, corporation, or other entity, or make use of, any Confidential and Proprietary Information. "Confidential and Proprietary Information" means information created, generated or maintained by the District and not generally known or readily ascertainable by proper means, regardless of whether or not the information is marked as "confidential" or "proprietary," including, without limitation, any customer or client lists, product information, financial information, pricing information, reports, advertising and marketing programs or plans, compensation information and systems, presentations, business data, technological information or data, statistical or other research, manuals, supplier information, forms, methods and techniques, personnel information, business plans, objectives or strategies and information with respect to the name, address, and confidential information of the customers of the District. Notwithstanding any provisions in this Agreement, Confidential and Proprietary Information shall exclude any information that becomes generally known to the public other than through a breach of this Agreement by the Employee.

(c) Non-solicitation. During employment with the District and for a period of twenty-four (24) months following the termination of his employment with the District for any reason, the Employee shall not directly or indirectly contact, solicit, recruit, engage or hire any employee of the District with whom the Employee worked or had contact for the purpose of causing, inviting or encouraging any such employee or contractor to alter or terminate his or her employment with the District. The term "solicit" means: (A) to make any comments written or verbal, directly or through another person or intermediary, or engage in any conduct that would influence a decision to continue doing business with the District, regardless of how contact is initiated; or (B) to make any comments, written or verbal, directly or through another Person or intermediary, or engage in any conduct that would influence a decision to continue an employment or contracting relationship with the District or accept employment or contracting relationship with another company, regardless of how contact is initiated.

5. **Personal Financial Disclosure.** As a decision-making public servant of the District within the meaning of Section 105.450, RSMo., Employee is required to submit to the Missouri Ethics Commission a personal financial disclosure annually pursuant to Section 105.483, RSMo. The District shall make its legal counsel available to advise Employee regarding personal financial disclosure requirements upon Employee's request.

6. **Remedies.** In the event of a breach or threatened breach by the Employee of Section 4 of this Agreement, Employee hereby consents and agrees that the District shall be entitled to seek, in addition to other available remedies, a temporary or permanent injunction or other equitable relief against such breach or threatened breach from any court of competent jurisdiction, and that money damages would not afford an adequate remedy, without the necessity of showing any actual damages, and without the necessity of posting any bond or other security. The aforementioned equitable relief shall be in addition to, not in lieu of, legal remedies, monetary damages, or other available forms of relief.

7. **Assignment.** The Employee acknowledges that the services to be rendered are unique and personal. Accordingly, the Employee may not assign any of his rights or delegate any duties or obligations under this Agreement. The rights and obligations of the District under this Agreement will inure to the benefit of and be binding upon the District and any successor in interest which, directly or indirectly, receives or acquires all or substantially all of the assets of the District.

8. **Entire Agreement.** This Agreement constitutes the sole and entire agreement between the parties relating to its subject matter and it supersedes and cancels all previous agreements or understandings between the parties. In executing this Agreement, no party has relied on any statements, promises or representations made by any other party except as specifically stated in this Agreement.

9. **Amendment.** No provision of this Agreement may be modified or amended, except as provided herein, unless such amendment or modification is agreed to in writing and signed by the Employee and a duly authorized representative of the District.

10. **Jurisdiction and Venue.** Any legal action or proceeding with respect to this Agreement shall be brought in the Circuit Court of Boone County, Missouri or the federal court of United States of America sitting in the Western District of Missouri. The Parties consent to the exclusive personal jurisdiction of such state and federal court located in the State of Missouri for purposes of any suit, action or other proceeding arising out of this Agreement that is not subject to arbitration. The Parties irrevocably waive any objection to the laying of jurisdiction or venue in such courts (including but not limited to any objection based on lack of personal jurisdiction or forum non-conveniens) which any of them may now or hereafter have to the bringing of any such non-arbitrable action or proceeding in such respective courts.

11. **Severability.** If any provision of this Agreement is held to be unenforceable, such provision will be distinct and severable from the other provisions of this Agreement and such unenforceability will not affect the validity and enforceability of the remaining provisions. If a court holds that the duration, scope, geographic range or any other restriction stated in any

provision of this Agreement is unreasonable under circumstances then existing, the parties agree that the maximum duration, scope, geographic range or other restriction that the court deems reasonable under such circumstances will be substituted and that the court will have the power to revise any of those restrictions to cover the maximum period, scope, geographic range and/or other restriction permitted by law. It is the intent of the parties that the court, in establishing any such substitute restriction, recognize that the parties' desire is that the stated restrictions upon which the parties have agreed be honored to the maximum lawful extent.

12. **Withholding.** All payments under this Agreement will be subject to the District's tax withholding obligations under applicable federal, state, local or foreign law.

13. **Choice of Law.** The parties agree that Missouri law will apply to any suit, action, arbitration or other legal proceeding arising out of or relating to this Agreement. The parties agree and understand that Missouri has a substantial relationship to both parties, the employment relationship and this Agreement. The parties agree and understand that this Agreement will be governed and construed in accordance with the laws of Missouri.

14. **Opportunity to Review.** Employee acknowledges that (i) this Agreement was prepared by the law firm of Blitz, Bardgett & Deutsch, L.C. (the "**Attorneys**") as counsel to the District, (ii) Employee has not looked to the Attorneys for advice or counsel regarding this Agreement, (iii) Employee has been given the opportunity to have input with respect to the provisions and preparation of this Agreement and to seek the advice of independent counsel in connection with this Agreement (including this provision), and (iv) Employee has received any and all documentation Employee has requested, if any, in evaluating its decision to enter into this Agreement. By execution of this Agreement, Employee hereby consents to the Attorneys' representation of the District in this matter or any future matters adverse to Employee and waives any conflict of interest that could arise as a result of such representation of the District in this matter or in any future matter adverse to Employee.

15. **Miscellaneous.**

(a) The waiver by the District of any provision of this Agreement, or the waiver by the District of a breach of any provision of this Agreement by the Employee, will not operate or be construed as a further or continuing waiver of any subsequent breach by the Employee.

(b) Captions and section headings are for convenience of reference only and in no way define, limit or affect the scope or substance of any section of this Agreement.

(c) The language of all parts of this Agreement will in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either of the parties.

(d) The parties represent and agree that each has reviewed all aspects of this Agreement, has carefully read and fully understands all provisions of this Agreement and is knowingly and voluntarily entering into this Agreement. All parties represent and agree that they have had the opportunity to review any and all aspects of this Agreement with the legal advisor or

advisors of their choice before executing this Agreement, and, by virtue of this Section, all parties have been fully advised to do so.

(e) The parties may execute this Agreement in counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument. This Agreement may be executed by use of counterpart signature pages.

16. **Employee Acknowledgment.** Employee acknowledges that Employee has read and understands this Agreement, is fully aware of its legal effect, has not acted in reliance upon any representations or promises made by the District, its employees, the Board of Trustees, or any individual member of the Board of Trustees, other than those contained in writing herein and has entered into this Agreement freely based on Employee's own judgment.

[Remainder of page intentionally blank; signature page(s) follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and year first above written.

EMPLOYEE:

**BOONE COUNTY REGIONAL SEWER
DISTRICT**

Jesse Stephens

By: _____
Randall Chann
Chairperson, Board of Trustees

ATTEST:

Assistant Secretary

FORM APPROVAL:

Christopher Pieper, District General Counsel