RESOLUTION 2-2013

RESOLUTION APPROVING EMPLOYMENT OF CITY MANAGER AND EMPLOYMENT AGREEMENT FOR CITY MANAGER

WHEREAS, the Charter of the City of Millington provides that the Board of Mayor and Aldermen shall appoint and employ a City Manager, and the Board desires to employ Thomas F. Christie as City Manager;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Mayor and Aldermen of the City of Millington, Tennessee, that the Employment Agreement attached to this Resolution as Exhibit A be, and the same hereby is, approved and adopted;

BE IT FURTHER RESOLVED that Thomas F. Christie be, and he hereby is, appointed and employed by the City as City Manager, in accordance with the Charter of the City and pursuant to the Employment Agreement attached to this Resolution as Exhibit A;

BE IT FURTHER RESOLVED that Mayor Terry G. Jones be, and he hereby is, authorized to execute the Employment Agreement on behalf of the City.

This Resolution is adopted as of the 3rd day of January, 2013.

_____
Terry Jones, Mayor

_____
Lorrie Leach, City Clerk

EXHIBIT A – RESOLUTION 2013-2

CITY MANAGER EMPLOYMENT AGREEMENT

THIS AGREEMENT is made as of the __ day of _____, 2013 by and between the City of Millington, Tennessee (the "City") and Thomas F. Christie.

WHEREAS, the City of Millington is a municipal corporation located in Shelby County, Tennessee; and

The Board of Mayor and Aldermen has decided to offer the position of City Manager to Thomas F. Christie (hereinafter called "Manager"), and if such offer is accepted, to appoint him to the position.

NOW, THEREFORE, in consideration of the foregoing premises and in consideration of the mutual covenants, agreements and undertakings of the parties set out below, the City and Manager do hereby contract and agree as follows:

1. Employment. The City, by and through its Board of Mayor and Aldermen ("the Board"), hereby employs Manager as City Manager, with Manager's job duties and responsibilities to be those set out in the Charter and the City Code and as assigned by the Board from time to time. Manager accepts employment as City Manager and agrees that he shall, in rendering such services and in all aspects of his employment, comply with the policies, standards and regulations of the City as established by the Charter, applicable law, the City Manager's job description and the Board of Mayor and Aldermen.

   Manager further agrees that he shall act as a representative of the City and shall conduct himself in a manner that reflects positively on the City at all times.

   Manager acknowledges that he serves at the pleasure of the Board as provided in the City's Charter.

2. Term of Agreement. This Agreement shall commence as of January , 2013 and shall continue in full force and effect until terminated by the City or by Manager, as provided herein.

3. Compensation. The City agrees to pay to Manager an annual base salary of $ 85,000.00, which shall be payable in installments at the same times that other employees of the City are paid. This Agreement shall be deemed automatically amended to reflect any adjustments to Manager's base salary that may be made from time to time, and the Board shall consider adjustments to Manager's compensation each year at the same time as and in accordance with its consideration of all City employee compensation for the following fiscal year.

City_____

Manager _____

4. Health, Retirement and Other Benefits. Manager shall be entitled to at least the same level of benefits provided to all other employees of the City, as such benefits exist or may be modified by the Board from time to time. As of the date of this Agreement, such benefits include the following:

   a. Health Insurance – The City currently pays 65% of the health insurance premiums for each employee who elects to be covered by City insurance and, if an employee desires, for his/her immediate family members. Employees are responsible to pay the remaining 35% of such premiums for themselves and their families. Health insurance is currently provided by Shelby County. Dental and vision insurance are available to employees, but the City does not pay any portion of the cost of such insurance. If Manager should elect to keep his current personal health insurance coverage rather than be covered by the City's health insurance carrier, the City shall pay to him as additional salary each year the amount equal to 65% of that year's health insurance premiums for Manager and his wife that City would otherwise pay as premiums for them. If Manager makes such election and the City increases his salary as described in this Section 4. a., Manager and his wife shall not be eligible for health insurance coverage through the City for any year in which the election is made, and the City shall have no further obligation to provide health insurance to Manager or his wife for any such year.

   b. Life Insurance – The City currently pays 65% of the premium for term life insurance on the life of each full time employee, and the employee pays the remaining 35% of the premium. The amount of insurance is equal to two (2) times the employee's salary, up to a maximum policy amount of $ 155,000.00.

   c. Retirement - Each City employee is entitled to participate in the Tennessee Consolidated Retirement System, and employee rights vest after five (5) years of employment with the City. The City does not provide any other retirement plan for its employees. However, as a government employee, each employee is eligible to participate in the Nationwide Insurance 457(b) plan.

   d. Vacation and Sick Leave –Each City employee is eligible for 10 days of paid vacation per year for each of the first 10 years of employment and for additional days thereafter, in accordance with City policy as of the date of this Agreement. Each employee accrues 1 day of sick leave per month of employment. Accrued but unused vacation days may carry over to subsequent years, but are capped at twice the number of days to which the employee is entitled in the year for which all of employee's vacation is not used. Unused sick leave may be carried over with no cap. Upon commencing employment, Manager shall be

City_____

Manager _____

credited with twelve (12) days of sick leave and ten (10) days of vacation. He shall then accrue sick leave and vacation at the same rate as other City employees, except that the first twelve days of sick leave and the first ten days of vacation shall be used to offset the initial days for which Manager has been credited.

e. Automobile – Manager and the City agree that Manager will be "on call" for City business at all times. During the term of his employment, the City will provide an automobile for Manager's use on City business, including commuting to work, will pay liability, property damage and comprehensive insurance coverage upon said vehicle, and will pay the maintenance, operation (including gasoline), repair and replacement cost of said vehicle. The City will make reports to the Internal Revenue Services regarding Manager's use of the vehicle will be made as required by law, and Manager agrees to submit required reports to the City in a timely manner.

f. Future Benefits – If at any time the City should add or modify the benefits it provides to City employees, Manager shall be entitled to receive such benefits on the same terms and conditions as other City employees.

5. Professional Associations and Conferences. The City agrees to pay the cost of Manager's membership in the Tennessee City Management Association ("TCMA") and the International City/County Management Association ("ICMA"). The City will pay for Manager to attend annual TCMA conferences and upon approval by the Board, an occasional out-of-state ICMA conference, including registration fees, lodging and meals, in accordance with City policy. The City will pay Manager's travel, lodging and meal expenses, at the current rate applicable to other City employees, for other travel for official City business and functions.

6. Communications Expenses. The City will provide a cell phone and a laptop computer to Manager for use on City business.

7. Expense Account. The City will reimburse Manager for expenditures incurred for City business upon the presentation of receipts and an appropriate description of the purpose of such expenditures.

8. Residency Required/Moving Expense. The City's Charter requires Manager to be a resident of the City, and Manager agrees to establish residence for himself and his family within the City within ninety days of initial employment and thereafter to maintain permanent residence within the City. The City agrees to pay the expenses of moving the City Manager, his family and personal property from Salem, Illinois to the City of Millington, upon presentation of an invoice from the moving company. Manager shall secure at least three (3) bids from reputable

City_____

Manager _____

moving companies and shall use the mover that submits the lowest responsible bid.

9. Performance Evaluation. The Board will review the performance of Manager annually, prior to the Board's consideration of the budget for the next fiscal year, pursuant to a process, form, criteria and format for the evaluation mutually agreed upon by Manager and the Board. Nothing in this Section shall be construed as limiting the Board's authority to conduct an evaluation of Manager's performance at any time deemed appropriate by majority vote of the Board. Manager and the Board acknowledge that the first performance evaluation may be for a period shorter than one year.

10. Termination of Employment. For purposes of this Agreement, termination of Manager's employment as City Manager shall occur when (a) a majority of the Board votes to terminate Manager's employment at a duly authorized public meeting; or (b) the City and the Tennessee General Assembly act to amend any provisions of the City's Charter pertaining to the role, powers, duties or authority of the position of City Manager that substantially changes the City's form of government; or (c) the City reduces the compensation of the Manager except when such reduction is applied in no greater percentage than the average reduction of all City department heads..

11. Severance Pay. If Manager's employment is terminated by the City, the City shall pay severance pay to Manager as follows:

    a. If Manager has been in the position of City Manager for two years or less, the severance payment shall be equal to six months salary at the rate of pay earned by Manager at the time of termination.

    b. If Manager has been in the position of City Manager for more than two years but less than four years, the severance payment shall be equal to four months salary at the rate of pay earned by Manager at the time of termination.

    c. If Manager has been in the position of City Manager for more than four years, the severance payment shall be equal to two months salary at the rate of pay earned by Manager at the time of termination.

    d. Manager shall also be compensated, at the rate of pay earned by Manager at the time of termination, for all vacation hours accrued in accordance with City policy applicable to all employees.

    e. The severance payment shall be made in a lump sum in accordance with the City's payroll cycle following the date of termination unless otherwise agreed by the City and Manager, subject to the making of applicable deductions as required by agreement, law, ordinance or

City_____

Manager _____

policy and/or the Manager's matching portion of benefits provided for and during the applicable severance period.

Provided, however, that if Manager's employment is terminated because he has been convicted of any act of fraud, embezzlement, theft or any other illegal act or practice that would constitute a felony or involving moral turpitude, or because the Manager has committed any act or practice that has resulted in his becoming unbondable, or because the Manager has engaged in misconduct, whether or not in the course of employment, that is injurious or detrimental to the City, monetarily or otherwise, then the City shall have no obligation to pay any severance under this Section other than accrued and unused vacation.

12. Voluntary Resignation. Manager agrees that he will give the City a minimum of forty-five days prior notice of his voluntary resignation other than as set out in Section 10 above unless the parties otherwise agree. In the event of Manager's voluntary resignation, no severance payment shall be due. Manager shall be paid for accrued but unused vacation.

13. Hours of Work and Outside Activities. The parties recognize that the Manager will devote a significant amount of time outside of normal office hours to the performance of his duties. Manager shall be allowed to establish an appropriate work schedule consistent with the professional nature of the position, based upon forty hours per week. Manager may from time to time accept limited teaching opportunities with prior consent of the Board, provided that such activities shall not conflict with the Manager's availability as needed for City business or his responsibilities under this Agreement.

14. Notices. Any notice required or permitted to be given under this Agreement shall be made in writing and given by hand-delivery or by certified mail, return receipt requested, to the residence of Manager or to City Hall, addressed as follows:

If to City:	Mayor City of Millington 7930 Nelson St. Millington, TN 38053
If to Manager:	_____ _____ _____

Notice shall be deemed to have been given when actually received if hand delivered to the named party or if mailed, three days after deposit in the U.S. mail with proper postage affixed as set out above.

15. Applicable Law. This Agreement is made and is to be performed in Shelby County, Tennessee, and shall be construed, interpreted and applied in accordance with the laws of said State. Jurisdiction and venue as to any litigation relating to

City_____

Manager _____

or arising out of this Agreement shall lie only in courts sitting in Shelby County, Tennessee.

16. Severability. If a court of competent jurisdiction should determine that any provision of this Agreement is invalid or unenforceable, in whole or in part, such provision shall be stricken, and the remaining provisions of this Agreement shall remain in full force and effect.

17. Amendment. This Agreement may be amended by mutual consent of the parties. Except as provided with regard to adjustments of Manager's compensation in Section 3 above, any amendment must be in writing, approved by the City's Board of Mayor and Aldermen and signed by both parties.

18. Indemnification. In the event any tort or other legal action, whether groundless or otherwise, arising out of an alleged act or omission of Manager that occurs in the performance of his duties or responsibilities as City Manager, Manager shall be represented by the Tennessee Municipal League Risk Pool, the Town's insurance carrier, and shall be indemnified as to covered losses, damages, judgments, interest, settlements, fines, court costs and expenses of legal proceedings including attorney fees, to the same extent as all other officers and employees of the City are indemnified under the City's insurance coverage.

In witness whereof, the parties have executed this Agreement as of the date written above, this Agreement having been approved by the City's Board of Mayor and Aldermen on _____, 2013.

CITY OF MILLINGTON

By: _____
Mayor

CITY MANAGER

_____

City_____

Manager _____