

CITY CLERK MEMORANDUM
10-43

DATE: June 29, 2010

TO: Honorable Mayor and Members of City Council

FROM: Jacquelyn J. Bernard, City Clerk

SUBJECT: SPECIAL MEETING OF CITY COUNCIL

Consistent with Article II, Section 2 of the Oak Ridge City Charter, and at the request of the City Manager Search Committee, a special meeting of City Council is hereby called for Wednesday, June 30, 2010, at 4:00 p. m. in the Municipal Building Courtroom.

The purpose of the meeting is to adopt a resolution offering the position of City Manager of the City of Oak Ridge to one of the four finalists for the position and to authorize the Mayor to enter into negotiations with the selected finalist; and providing that if City Council is unable to reach a satisfactory agreement with the selected finalist, consideration shall be given to offering the position to the second finalist of choice.


City Clerk

cc: Gary M. Cinder, Interim City Manager
Kenneth R. Krushenski, City Attorney

OAK RIDGE CITY COUNCIL SPECIAL MEETING
Municipal Building Courtroom

June 30, 2010 – 400 p.m.

AGENDA

1. **PLEDGE OF ALLEGIANCE**

2. **ROLL CALL**

3. **RESOLUTION**

A resolution offering the position of City Manager to _____ at an annual salary of \$ _____, and in accordance with the terms and conditions set out in an attached employment agreement; authorizing the Mayor to enter into negotiations with _____, using the draft employment agreement as a negotiation tool, and providing that upon concurrence by City Council in the terms and conditions of the employment agreement, or as such agreement may be revised, _____ shall be appointed to serve as City Manager of the City of Oak Ridge, Tennessee; and further providing that in the event City Council is unable to reach a satisfactory agreement with _____, consideration shall be given to offering the position of City Manager to _____.

4. **ADJOURNMENT**

RESOLUTION

WHEREAS, Article V, Section 1, of the Charter of the City of Oak Ridge provides that City Council shall appoint a chief administrative officer of the City who shall be entitled City Manager and who shall serve at the pleasure of the Council; and

WHEREAS, _____, possesses the necessary qualifications to serve as City Manager; and

WHEREAS, it is anticipated that City Council and _____ will reach agreement on an Employment Agreement which provides certain benefits, establishes certain terms of employment, and sets working conditions applicable to the position of City Manager of Oak Ridge, Tennessee; and

WHEREAS, a draft employment agreement has been prepared for consideration by City Council and _____; and

WHEREAS, it is the intention of City Council to appoint _____ as City Manager of the City of Oak Ridge upon concurrence in the terms and conditions of the employment agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF OAK RIDGE, TENNESSEE:

That _____ shall be offered the position of City Manager of the City of Oak Ridge, Tennessee, at an annual salary of \$_____, and in accordance with the terms and conditions set out in the attached draft employment agreement.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to enter into negotiations with Mr. _____ using said draft employment agreement as a negotiation tool.

BE IT FURTHER RESOLVED that upon concurrence by City Council in the terms and conditions of said employment agreement, or as such agreement may be revised, _____ shall be appointed to serve as City Manager of the City of Oak Ridge, Tennessee.

BE IT FURTHER RESOLVED that in the event City Council is unable to reach a satisfactory agreement with _____, consideration shall be given to offering the position of City Manager of the City of Oak Ridge to _____.

This the 30th day of June 2010.

APPROVED AS TO FORM AND LEGALITY:



City Attorney

Mayor

City Clerk

EMPLOYMENT AGREEMENT

This is an agreement entered into this _____ day of _____, 2010 between the City of Oak Ridge (the City) by the City Council and _____ (City Manager) to provide for the employment of _____ as City Manager of the City of Oak Ridge and to set forth the terms and conditions of his employment and the mutual obligations, rights and duties of each party.

Now, therefore, in consideration of the mutual promises as set forth in this agreement, the City of Oak Ridge and _____ agree as follows:

Section 1. Duties

City Council agrees to employ _____ as City Manager of the City of Oak Ridge to perform the functions and duties as specified in the City Charter and the City Code, and to perform such other legally permissible and proper duties and functions as the City Council shall from time to time assign.

Section 2. Term

A. Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of the City Council to terminate the services of the City Manager at any time, subject only to the provisions set forth in Section 5, Paragraphs A and B, of this agreement.

B. Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of the City Manager to resign at any time.

C. Except as otherwise herein stated, this agreement shall become effective as of _____, 2010 and shall continue in effect until _____, _____, except as provided in Section 2, Paragraph D.

D. In order to extend the term of this agreement, City Council shall take action by _____, _____. However, upon the request of the City Manager during this same period, City Council shall make a decision as to whether it desires to extend said agreement.

Section 3. Performance Evaluation

A. No later than the last business day of _____ of each year, City Council and the City Manager shall establish performance criteria and goals and objectives which shall provide the basis for the evaluation of the City Manager for the following fiscal year. The performance criteria and the goals and objectives will be those that are necessary for the proper operation of the City and the attainment of City Council's policy objectives. The performance criteria and the goals and objectives shall be assigned a relative priority, and shall generally be attainable within the time limitations established and within the annual operating and capital budgets and the appropriations provided.

B. The first formal evaluation of the City Manager's performance shall be completed by _____. Thereafter, evaluations shall be conducted on an annual basis by _____ of each year for the previous fiscal year.

Section 4. Code of Ethics

Inasmuch as the City Manager is an active member of ICMA, the "Code of Ethics" promulgated by ICMA is incorporated herein and attached hereto, and by this reference made a part hereof. Said Code of Ethics shall furnish principles to govern the City Manager's conduct and actions as the City Manager of the City.

Section 5. Termination and Severance Pay

A. In the event the City Manager is terminated by the Council at its will and pleasure, during such time that the City Manager is willing and able to perform his duties under this agreement, then in that event the City agrees to pay the City Manager a lump sum cash payment equal to six (6) months' aggregate salary plus any accrued leave and benefits less applicable deductions as required by agreement, law, ordinance or policy for other employees and/or the City Manager's matching portion of benefits provided for and during said six (6) months' severance period. At City Council's option, the actual resignation date may be extended through earned and accrued leave balances due the City Manager then in effect. Provided, however, that in the event the City Manager is terminated "for just cause," then in such event, the City shall have no obligation to pay the aggregate severance sum designated in this paragraph. "Just cause" is defined and limited for the purposes of this Agreement to the following reasons: (1) willful neglect of duty; (2) felony or misdemeanor conviction of any crime involving moral turpitude; (3) violation of duties by the City Manager of honesty and sobriety; (4) any other act of a similar nature of the same or greater seriousness.

B. In the event the City at any time reduces the salary or other financial benefits of the City Manager in a greater percentage than an applicable across-the-board reduction for all City employees, then the City Manager may at his option be deemed to be "terminated" at the date of such reduction within the meaning and context of the herein severance pay provision.

Section 6. Disability

If the City Manager becomes permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of four successive weeks beyond any accrued leave, the City shall have the option to terminate this agreement, subject to the severance pay requirements of Section 5, Paragraphs A and B.

Section 7. Salary

A. City agrees to pay the City Manager for his services rendered pursuant hereto an annual base salary of _____, payable in installments at the same time as other City employees are paid.

B. In addition, City agrees to increase said base salary and/or other benefits of the City Manager in such amounts and to such an extent as the City Council may determine desirable on the basis of the performance evaluation developed as required by Section 3 of this agreement. Nothing in this paragraph shall require the City to increase the base salary or other benefits of the City Manager.

Section 8. Hours of Work

The City of Oak Ridge requires the full-time service of its City Manager and, therefore, in the event the City Manager is not available for his duties, he shall designate a City employee as his representative to be responsible in his place, and so inform members of City Council when appropriate.

Section 9. Automobile and Communications Equipment

A. The City Manager requires that he shall have for business and personal use during his employment with the City an automobile provided to him by the City. City shall be responsible for paying liability, property damage, and comprehensive insurance and for the purchase, operation, maintenance, repair, and regular replacement of said automobile.

B. The City agrees to provide a mobile or portable radio compatible with the City's radio system for the City Manager's exclusive use.

C. The City agrees to provide a cellular or digital telephone for the exclusive business and personal use of the City Manager.

Section 10. Dues and Subscriptions

The City agrees to budget and to pay the professional dues and subscriptions of the City Manager for his continuation and full participation in national, regional, state, and local associations, organizations, and service clubs as necessary and desirable for his continued professional participation, growth, and advancement, and for the good of the City.

Section 11. Professional Development

A. The City agrees to budget and to pay the travel and subsistence expenses of the City Manager for professional and official travel, meetings, and occasions adequate to continue

the professional development of the City Manager and to adequately pursue necessary official and other functions for the City, including but not limited to the Annual Conference of the International City Management Association, the Tennessee Municipal League, and such other national, regional, state, and local governmental groups and committees thereof which the City Manager serves as a member.

B. The City also agrees to budget and to pay for the travel and subsistence expenses of the City Manager for short courses, institutes, and seminars that are necessary for his professional development and for the good of the City.

Section 12. Retirement

A. The City Manager shall be immediately covered by the Tennessee Consolidated Retirement System in the same manner as is provided all other general employees of the City.

B. The City may contribute to the City Manager's Deferred Compensation Plan with the International City Management Association Retirement Corporation, on behalf of the City Manager, a sum equal to the annual contribution to such plan by the City Manager. Such annual contribution by the City shall not exceed three (3) percent of the City Manager's annual salary.

Section 13. Community Involvement

The City recognizes the desirability of representation in and before local civic and other organizations, and the City Manager is encouraged to participate in these organizations in order to maintain a continuing awareness of our community attitudes and ideas.

Section 14. Leave

The City Manager shall accrue leave in the same manner as other City employees and as specified in Article 11 of the City of Oak Ridge Personnel Plan.

Section 15. Medical, Dental, Disability, Long-Term Care, and Life Insurance Benefits

The City agrees to provide medical, dental, disability, long-term care and life insurance benefits to the City Manager, and to pay the premiums thereon equal to that which is provided all other general employees of the City.

Section 16. Liability Protection

The City shall provide the same liability protection for the City Manager as provided for all general employees of the City, as specified in Section 13.4 of the Personnel Ordinance.

Section 17. Bonding

The City agrees to bear the full cost of any fidelity or other bonds required of the City Manager under any law, ordinance or regulation.

Section 18. Residence

The City requires and the City Manager agrees to maintain his principal residence inside the corporate limits of the City during the term of this agreement including any renewals and extensions.

Section 19. Moving and Relocation Expenses

The City agrees to pay for the expenses of moving the City Manager, his family and personal property from St. Charles to the City of Oak Ridge, with said moving expenses to include packing, moving, storage costs, unpacking, and insurance charges. The City Manager agrees to secure at least three bids from reputable moving companies for such services, and shall use the lowest responsible bidder.

Section 20. General Provisions

A. The text herein shall constitute the entire agreement between the parties.

B. If any provisions contained in this agreement, or portion thereof, are held to be unconstitutional, invalid, or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

APPROVED AS TO FORM AND LEGALITY: CITY OF OAK RIDGE, TENNESSEE


City Attorney

Mayor

City Manager

ATTEST:

City Clerk