

STATE OF GEORGIA
HENRY COUNTY
CITY OF STOCKBRIDGE

RESOLUTION NO. R17-855

A RESOLUTION CONFIRMING THE NOMINATION OF CITY MANAGER; AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION; AUTHORIZING THE CITY CLERK TO ATTEST SIGNATURES AND AFFIX THE OFFICIAL SEAL OF THE CITY, AS NECESSARY; PROVIDING FOR AN EFFECTIVE DATE OF THIS RESOLUTION; AND FOR OTHER PURPOSES.

WHEREAS, The City of Stockbridge ("City") is a municipal corporation duly organized and existing under the laws of the State of Georgia and is charged with providing public services to residents located within the corporate limits of the City;

WHEREAS, the City Council desires to confirm the Mayor's nomination for the position of City Manager; and

WHEREAS, the City Council finds that the foregoing confirmation is necessary and beneficial to its citizens and to the efficient operation of the City.

THEREFORE, IT IS NOW RESOLVED BY THE CITY COUNCIL OF THE CITY OF STOCKBRIDGE GEORGIA AS FOLLOWS:

SECTION 1. Confirmation - The City Council hereby confirms the nomination of Randy Knighton as the City Manager.

SECTION 2. Approval of Execution - The Mayor is hereby authorized to sign all documents and to perform all other necessary acts necessary to effectuate this Resolution on behalf of the City of Stockbridge. The City Clerk is authorized to execute, attest to, and seal any document which may be necessary to effectuate this Resolution.

SECTION 3. Severability - To the extent any portion of this Resolution is declared to be invalid, unenforceable, or non-binding, that shall not affect the remaining portions of this Resolution.

SECTION 4. Repeal of Conflicting Provisions - All City Resolutions inconsistent with this Resolution are hereby repealed.

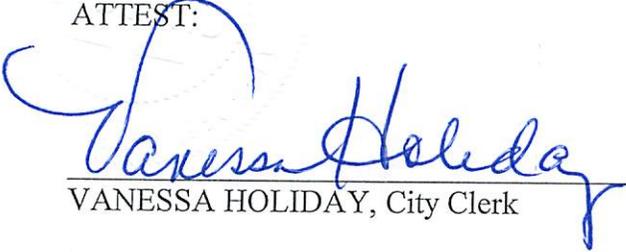
SECTION 5. Effective Date. This resolution shall become effective immediately upon its adoption by the Mayor and City Council of the City of Stockbridge as provided in the City Charter.

SO RESOLVED this 7th Day of September, 2017.



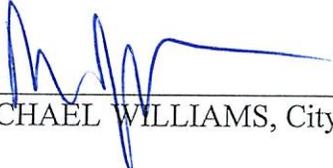
JUDY NEAL, Mayor

ATTEST:



VANESSA HOLIDAY, City Clerk (SEAL)

APPROVED AS TO FORM:



MICHAEL WILLIAMS, City Attorney

CITY OF STOCKBRIDGE
PROFESSIONAL SERVICES AGREEMENT

The City of Stockbridge, Georgia, a Municipal Corporation, hereinafter referred to as "City" and Randy Knighton, hereinafter referred to as "Employee," do agree as follows:

1. For and in consideration of the salary payments and other consideration hereinafter mentioned to be made by the City, Employee agrees to act as the City Manager to carry out, to the best of his ability, all duties imposed upon him by the City's Charter, the laws of the State of Georgia, City Ordinances, and such other reasonable and legal duties as the City Council may, from time to time, require of him.
2. This Agreement shall comply with O.C.G.A. § 36-60-13 and shall be subject to all the provisions of the City's Charter. It shall commence on September 25, 2017 and shall terminate absolutely and without further obligation on the part of the City on the last calendar day in the year which this Agreement is executed and at the close of each succeeding calendar year for which it may be renewed as provided herein. This Agreement shall automatically renew under the same terms and conditions until terminated as provided herein.
3. Employee's annual base salary shall be \$150,000, and shall be paid bi-weekly. Employee's annual base salary and/or other benefits will be reviewed annually by the City Council. Employee's annual base salary and/or other benefits may be adjusted at the discretion of the City Council without the need to amend this Agreement in writing as is otherwise required herein provided that such amendment is in written form. The City Council may increase but not decrease Employee's annual base salary, subject to the proviso in Paragraph 11.
4. The City will make bi-weekly deposits equal to 10% of Employee's base salary to into the ICMA Retirement Corporation on his behalf.
5. The City shall provide Employee a cell phone and laptop computer (or tablet) for all business and limited personal use at the City's sole cost.
6. (A) The City shall provide Employee with a Four Hundred U.S. Dollar (\$400.00) per month vehicle allowance that is to be used by the Employee to purchase, lease or own, and to operate and maintain, a vehicle. Employee shall not be entitled to mileage reimbursement for ordinary usage of such personal vehicle. Employee may be entitled to mileage reimbursement for extraordinary business usage of such vehicle, but only if such usage is for travel greater than sixty (60) miles (one way), in which case the City shall reimburse the Employee at the prevailing IRS standard mileage rate.

(B) Alternatively, a city vehicle will be available to Employee for use for all official business of the City. Employee shall not be entitled to mileage reimbursement for usage of such city vehicle.

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7. (A) Upon commencement of employment, the City agrees to credit Employee with one hundred twenty (120) hours of paid vacation leave. Thereafter, Employee's vacation leave shall continue to accrue at the rate in effect for other City employees up to the maximum of two hundred forty (240) hours.

(B) The City also agrees to credit Employee with forty (40) hours of sick leave, which may be used at any time during the term of Employee's employment. Thereafter, Employee's sick leave shall continue to accrue at the rate in effect for other City employees with a maximum unused accrual of ninety (90) days. There shall not be any compensation for any unused sick leave at the termination of employment.
8. The City will pay for and/or reimburse Employee for Employee's dues to professional associations and groups as approved by the City Council, but such approval shall not be unreasonably withheld.
9. Payment and/or reimbursement of travel and subsistence expenses for attendance by Employee at annual conferences of GMA, ICMA and other professional and municipal associations or professional development meetings shall be approved by City Council, but such approval shall not be unreasonably withheld.
10. Upon approval of the City Council, such approval not to be unreasonably withheld, the City will pay for and/or reimburse Employee for expenses for professional development materials and general municipal and professional literature and subscriptions within the City Council's budgeted limits.
11. Except as otherwise provided herein, Employee shall receive all other benefits customarily provided to other City employees including, but not limited to, health and life insurance, holidays, sick leave, worker's compensation and the power and utility allowance provided to City employees. If the City reduces the annual base salary or other benefits of the Employee in a greater percentage than reductions to all other City employees, Employee may, at his discretion, be deemed unilaterally terminated by the City for any reason at the date of such reduction.
12. (A) The City reserves the unilateral right to terminate this Agreement for any reason at any time. In the event the City exercises the right under this Section 12(A), the City will as severance (1) pay Employee six (6) months of the Employee's annual base salary in effect at the time of termination and (2) continue providing Employee health and life insurance benefits for six (6) months from the time of termination.

CITY OF STOCKBRIDGE
PROFESSIONAL SERVICES AGREEMENT

(B) Should City terminate Employee for just cause, Employee shall not be entitled to severance set forth in Section 12(A). Just cause is defined for purposes of this Agreement as:

(1) conviction or plea of nolo contendere by the Employee to (a) a felony, (b) a crime of moral turpitude or (c) any misdemeanor crime resulting in the incarceration of Employee;

(2) willful misuse, conversion or misappropriation by the Employee without authority of public property or public funds entrusted to him; or

(3) knowingly violating any provision of the Charter of the City of Stockbridge, Georgia.

(C) Employee reserves the unilateral right to terminate this Agreement by giving thirty (30) days advance notice of such termination to the City.

(D) If the Employee is unable to perform his duties because of illness, accident, injury or mental incapacity, and no reasonable accommodations are available, the City shall have the option to terminate his employment, subject to the severance pay requirements of Section 12(A).

13. Except for willful torts, the City shall defend, save harmless and indemnify Employee against any tort, professional liability claims or demands or other legal action arising out of an alleged act or omission occurring in the performance of Employee's duties as City Manager. The City may compromise and settle any claim or suit without Employee's approval and the City, its insurance carrier, or risk management agency shall pay the amount of any settlement or judgment rendered thereto.
14. The City shall pay the full cost of any fidelity or other bonds required of Employee under any law or ordinance.
15. The City will annually review Employee's job performance on or near the Employee's anniversary date, and provide Employee with a written summary statement of the findings of the evaluation.
16. (A) This Agreement sets forth and establishes the entire understanding and agreement between the City and Employee relating to the employment of the Employee by the City in the position of City Manager and subject matters contained herein. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement.

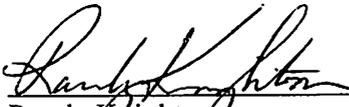
CITY OF STOCKBRIDGE
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(B) The Agreement may be amended at any time by the mutual consent of the parties hereto, provided that no such amendment shall be effective unless reduced to writing and signed by all parties.

(C) If any provision, or any portion thereof, contained in this Agreement is held 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.

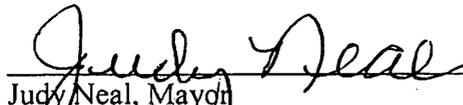
(D) This Agreement may be executed in duplicate, each of which shall be deemed to be complete of itself and may be introduced into evidence or used for any purpose without the production of the other copy.

AGREED TO THE 25th DAY OF September, 2017



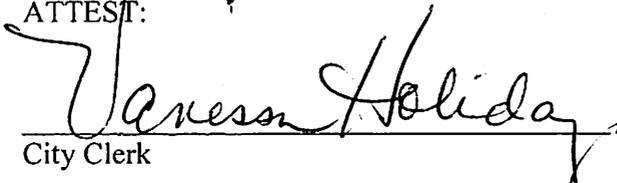
Randy Knighton

CITY OF STOCKBRIDGE, GEORGIA



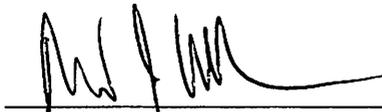
Judy Neal, Mayor

ATTEST:



City Clerk

APPROVAL AS TO FORM:



City Attorney