



**AGENDA
TOWN OF CAMP VERDE
WORK SESSION
MAYOR AND COUNCIL
473 S MAIN STREET, SUITE 106
WEDNESDAY, OCTOBER 11, 2017 AT 5:30 P.M.**

If you want to speak ON ANY ITEM ON THE AGENDA, PLEASE complete the Request to Speak Form

Note: Council member(s) may attend Council Sessions either in person or by telephone, video, or internet conferencing.

1. Call to Order

2. Roll Call. Council Members: Jackie Baker, Buck Buchanan, Dee Jenkins, Brad Gordon, Robin Whatley; Vice Mayor Jessie Murdock; and Mayor Charles German.

3. Pledge of Allegiance

4. Agenda Items for Discussion. No legal action can be taken.

4.1. Presentation by Mark Reader of Stifel Nicolas, and staff regarding possible refinancing and new financing options with the Sanitary District debt and Wastewater Division of the Town of Camp Verde. The Council will be discussing these options and possibly giving direction on moving forward to bring formal proposals back for Council decision. [Staff Resource: Mike Showers and Russ Martin]

4.2. Presentation by Mark Reader of Stifel Nicolas, and staff regarding possible financing options available to fund the new Camp Verde Sports Complex. The Council will be discussing these options and possibly giving direction on moving forward with formal funding proposals back for Council decision. [Staff Resource: Mike Showers and Russ Martin]

4.3. Review of, possible modification to and consideration of the Draft Town Manager Agreement/Contract Template as a basis of negotiation with Town Managers (current and future). [Resource: Mayor German and Councilor Jenkins]

5. Adjournment

Posted by: _____

Date/Time: _____

Note: Pursuant to A.R.S. §38-431.03.A.2 and A.3, the Council may vote to go into Executive Session for purposes of consultation for legal advice with the Town Attorney on any matter listed on the Agenda, or discussion of records exempt by law from public inspection associated with an agenda item.

The Town of Camp Verde Council Chambers is accessible to the handicapped. Those with special accessibility or accommodation needs, such as large typeface print, may request these at the Office of the Town Clerk.

38-431.01 Meetings shall be open to the public

A. All meetings of any public body shall be public meetings and all persons so desiring shall be permitted to attend and listen to the deliberations and proceedings. All Legal Action of public bodies shall occur during a public meeting.

- Bashas's Community Board
- Town Hall
- Website

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Agenda Item 4.3.



Town of Camp Verde

Agenda Item Submission Form – Section I

Meeting Date: October 11, 2017 (Work Session)

- Consent Agenda Decision Agenda Executive Session Requested
- Presentation Only Action/Presentation Special Session Work Session

Requesting Department: Town Council

Staff Resource/Contact Person: Council Resource: Mayor Charlie German, Councilor Dee Jenkins. Staff Resource: Judy Morgan

Agenda Title (be exact): Review of, possible modification to and consideration of the Draft Town Manager Agreement/Contract Template as a basis of negotiation with Town Managers (current and future).

List Attached Documents:

1. Draft Town of Camp Verde Town Manager Contract/Agreement Template with comments;
2. Councilor Dee Jenkins' Project Notes;
3. Mayor German's list of Options/Topics for discussion/consideration for a Manager's Contract.

Estimated Presentation Time: 10

Estimated Discussion Time: 30

Reviews Completed by: Barbie Bridge, Human Resources

- Department Head Town Attorney Comments: Initial review with comments

Finance Review: Budgeted Unbudgeted N/A

Finance Director Comments/Fund:

Fiscal Impact: N/A

Budget Code: _____ Amount Remaining: _____

Background Information: During the FY2017-18 Budget meetings Council decided to develop a Town Manager Contract **Template** to serve as the Town of Camp Verde Town Manager Employment Contract Template, which will be the basis in negotiating an employment agreement with the current and future Town Managers. Mayor German and Councilor Jenkins have worked on developing a template for that purpose, keeping it clearly stated, generic as a template, while including many options to allow it to be comprehensive. This draft document is before the Council for review, discussion, possible modification and direction.

Recommended Action (Motion): N/A No formal action, modifications to document or direction to obtain final review/comments from Town Attorney, with the intention to move the template forward for approval at a future regular session.

Instructions to the Clerk: n/a

Agenda Item 4.3. Attachment #1 - Draft TM AgreementTemplate

**EMPLOYMENT AGREEMENT
TOWNMANAGER**

THIS AGREEMENT ("Agreement") effective as of the _____ ("Effective Date"), by and between the Town of Camp Verde, Arizona (the "Town"), acting through its Mayor and Common Council (collectively referred to as "the Council"), and _____ Manager's name, is made upon the following terms and conditions:

Recitals:

1. Pursuant to the Employment Agreement effective _____ date the Town of Camp Verde Town Council engaged _____ Name to serve as Town Manager of the Town.

2. The Town of Camp Verde Town Council desires to employ _____ as the Town Manager and _____ desires to be employed by the Town of Camp Verde as its Town Manager, as provided for in § 3-2-1 of the Town Code and subject to the provisions and terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

SECTION 1. Powers and Duties of the Town Manager.

A. The Town hereby employs _____ ("the Town Manager") to perform the functions and duties of Town Manager as set forth in the Town Code, as well as such other legally permissible and proper duties and functions required by law, ordinance or code or as the Council shall from time to time assign. The Town Manager shall hold office at the pleasure of the Council and may be removed without cause by a vote of at least four members of the Council, as provided for in 3-2-1 of the Town Code and A.R.S. § 9-303(C).

B. The job of Town Manager is a salaried position for which the work week is not necessarily limited to 40 hours per week. Moreover, the parties recognize that the Town Manager must devote a great deal of time outside normal office hours to the business of the Town. It is therefore agreed and understood that the Town Manager shall work full time but that he/she shall be allowed to adjust his/her office hours as reasonable and necessary to conduct the business and affairs of the Town so that the Town Manager is able, for example, to attend _____ Council meetings, as provided for in 3-1-3 (D) 6 of the Town Code.

C. The Town Manager agrees to remain in the exclusive employ of the Town of Camp Verde during this Agreement. The term "exclusive employ" shall not be construed to preclude occasional teaching, writing, speaking, or consulting performed on the Town Manager's time off, even if outside compensation is provided for such services. Such activities are expressly allowed, provided there is no activity involving any prohibited conflict of interest with the Town and such activities do not materially detract from the Town Manager's performance of the job for the Town.

Commented [BS1]: Your code is silent as to how to determine a majority. Is it a majority of a quorum, which would only require three votes to terminate or is it a majority of the total number of then serving Council members, that would require four votes to terminate? For stability, I suggest the change noted. This is also consistent with 3.A.2 below.

Commented [JM2R1]: 3-2-1 (B) serve at the pleasure of the council
ARS 9-303(C) The person appointed to the office of city or town manager shall serve at the pleasure of the governing body of the city or town and may be removed without cause by a majority vote thereof.

Commented [BS3]: This implies that he/she must attend all meetings. What if the manager is on vacation or is attending a conference?

SECTION 2. Term.

A. The term of this Agreement shall continue for a period of _____ (X) years from the effective date unless otherwise terminated in accordance with Section 3 below.

B. Because the Town Manager serves at the pleasure of the Council and may be removed without cause as provided in A.R.S. § 9-303(C) nothing herein shall be construed to prevent, limit or otherwise restrict or interfere with the Council's right to terminate the services of the Town Manager at any time without notice, subject only to the provisions of law and Section 3 below.

C. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Town Manager to resign at any time from his/her position as Town Manager.

SECTION 3. Termination of Agreement.

A. Termination by Either Party. Either party to this Agreement may terminate it pursuant to the following terms:

1. The Town Manager may terminate this Agreement for any reason or no reason at all. The Town Manager agrees that if he/she intends to terminate this Agreement, he/she shall provide written notice of his/her intent to terminate at least sixty (60) days in advance of the actual termination date unless the parties mutually agree to a shorter time period.

2. The Council may terminate this Agreement at any time with good cause, without cause or as provided by statute or ordinance, with the affirmative vote of four members of the Council at any regular or special meeting, and upon written notice setting forth the grounds for and the date of the termination and pay all benefits to which the Town Manager is entitled.

B. Termination by the Town Manager. If the Town Manager terminates this Agreement, then the following provisions shall apply.

1. On the date of termination all salary payable to the Town Manager under this Agreement shall cease, except that the Town shall pay to the Town Manager all salary earned but not paid as of the date of termination. In addition, the Town shall pay to the Town Manager all amounts due and owing for vacation leave and sick leave. The Town shall make such payments not later than seven (7) days after the date of termination. The Town Manager shall be entitled to no additional compensation or additional benefits after the date of termination other than COBRA benefits.

C. Termination by the Town. If the Town terminates this Agreement, it shall comply with the following terms and conditions.

1. Any Separation from Service by the Council. Separation of service may be accomplished through Town Code §3-1-3 and 3-2-1 or by negotiated resignation.

2. Termination for Cause. If the Town terminates this Agreement for good cause, the

Commented [JM4]: Mayor German suggested discussing with council an auto-renewal of an additional year upon the anniversary date. This would need to be added to the contract if desired.

Bill Sims: That is a good idea. It makes it simpler when you have a manager you like

Commented [JM5R4]: Ask Bill to provide language for auto-renewal?

Commented [BS6]: I think you need to require at least some notice (e.g., 30 days) so that you someone to fill in until a replacement is hired.

Commented [JM7R6]: Addressed under Section 3-A-1 (60 days in advance)

Commented [BS8]: I could not find a termination provision in Section 3-2-1.

Commented [JM9R8]: 3-2-1 (B) serves at the pleasure of the council.

Town shall only be required to pay such salary as the Town Manager has earned but not been paid as of the date of termination, together with any additional amounts due and owing for accrued vacation leave and sick leave under the Town's personnel policies and procedures then in effect with regard to other full-time employees within three (3) days following the date of termination. The Town Manager shall be entitled to no additional benefits after the date of termination other than COBRA benefits. Good Cause includes material act(s) or omission(s) on the part of the Town Manager which is/are recognizable as a breach of a material provision of this Agreement, a conflict of interest, a criminal act, a violation of law or regulation, or misconduct. Good cause shall include the consistent, if intermittent, failure to perform the job of Town Manager in a reasonable, professional, and adequate fashion which continues or reoccurs after 10 days' written notice such that the failure is unacceptable. Good cause will include the inability to perform the job. The Town Manager shall be deemed unable to perform if Town Manager shall become permanently physically or otherwise disabled or suffer from injury, condition or illness which renders or is expected to render Town Manager, after reasonable accommodation, unable to perform the job of Town Manager for a period of in excess of 120 days.

Commented [BS10]: You can leave this in, but if the manager is disabled and is close to recovery at the end of the 120 day period, the ADA would require you to accommodate him/her.

3. Termination Without Cause Plus Severance Pay/Settlement. In the event the Town Manager is terminated by the Council (or forced to resign) without cause, the Town agrees to pay the Town Manager a severance payment equivalent to six (6) months of the Town Manager's Annual Base Salary. The Town Manager shall also be paid any accrued vacation and sick leave due as of the date of termination, in accordance with Town Code 3-1-3 (B).

4. Execution and Delivery of Settlement Agreement and Release. As a condition precedent to receiving any severance pay, the Town Manager shall execute and deliver to the Town an appropriate severance agreement and release acceptable to both parties, but which shall include the Town Manager's: (i) full release of the Town, the Town Council members, and all agents, representatives and employees of the Town of and from any and all claims and causes of action including, but not limited to, any and all actual or potential claims, demands, damages, causes of action or liability arising out of the Town Manager's employment or termination of employment with/by the Town, including any discrimination claims or actions; and (ii) an agreement not to initiate or cause to be initiated any lawsuit, claim, grievance, proceeding or investigation of any kind against the Town or any -Town Council member, agent, representative or employee arising out of his/her employment.

5. Notice. Should the Town elect not to pursue renewal of the existing agreement or negotiations for a new agreement with the Town Manager at the termination of this agreement, Town shall provide the Town Manager with sixty (60) days' notice indicating its decision not to pursue renewal or negotiation of a new agreement with the Town Manager. Such non-renewal of the existing agreement shall not be deemed to be termination without cause.

D. Employment Work Product.

1. All memoranda, notes, records, other documents made or composed by employee, or made available to him during his employment, or any products, methods, or procedures concerning or in any way relating to the business or affairs of the Town will be the Town's property and will be delivered to the Town upon the termination of employment or at any other

time upon request.

SECTION 4. Compensation.

A. The Town agrees to pay the Town Manager an annual base salary of \$ _____ .00 for the first year of the Agreement, effective as of the Effective Date (the "Annual Base Salary"). The Annual Base Salary may be increased each year, effective on the anniversary date, by the same cost of living increase factor as applicable to all Town employees. In addition, from time to time during the period this Agreement is in effect, the Council may, within its sole discretion, grant the Town Manager such increases in salary as the Council deems appropriate, if any. Payment of this compensation shall be prorated and made on a bi-weekly basis, commencing with the first pay period after the Effective Date of this Agreement.

Commented [BS11]: What if there is a salary reduction for all employees?

SECTION 5. Expense Reimbursement.

A. The Town shall reimburse the Town Manager for reasonable travel, food, lodging and other similar expenses incurred by the Town Manager in the performance of his/her official duties, in accordance with the same policies and procedures applicable to other employees as such policies and procedures currently exist or are hereafter amended. The Town Manager shall be authorized and allowed to use a Town credit card for purposes of charging reasonable business expenses incurred in conducting Town business. Business travel outside of the State of Arizona must be pre-approved in the Council's sole discretion and the Town Manager shall only be reimbursed and be allowed to charge for reasonable travel, food, lodging and similar expenses related thereto if the Council has, in its sole discretion, approved of such out-of-state travel.

B. The Town also agrees to assist the Town Manager in personal and professional development in his/her profession and shall annually set aside an amount allocated for the Town Manager's dues and membership fees in three (3) professional organizations such as the International City/County Management Association ("ICMA") and the Arizona City-County Managers Association ("ACMA"). The Town shall also pay the reasonable costs for the Town Manager to attend relevant or necessary educational conferences and seminars that will advance the business interests or affairs of the Town, or will enhance the Town Manager's professional knowledge, judgment, or performance. Examples of such conferences and seminars are those sponsored or held by the League of Arizona Cities and Towns, the ICMA, ACMA, and such others as the Council may approve.

C. It is the Town's desire that the Manager be a credentialed city/town manager (ICMA-CM). Reimbursement for this credentialing requires conformance with Town of Camp Verde Personnel Manual Policy 6-1 Education Assistance.

D. The Town shall provide Town Manager with a phone and the business use of a personal vehicle will be reimbursed at the then current IRS rate after submission by Town Manager of a reimbursement request.

E. The Town will reimburse other reasonable expenses incurred by Town Manager while he/she is engaged in Town business after submission by Town Manager of a reimbursement request.

F. Moving and Relocation Expenses – The Council desires that the Town Manager live within the Camp Verde Town limits. The Town will pay normal and usual moving expenses up to Five Thousand dollars (\$5,000) for the relocation of the Employees’ belongings and household items to a residence in the Town of Camp Verde. The Town will either pay a moving company or reimburse the Employee for these expenses after submittal of receipts. Reimbursement of moving expenses over Five Thousand dollars (\$5,000) must be negotiated in advance.

SECTION 6. Insurance Coverages.

A. The Town Manager shall be covered by the same family medical and dental plans as all other full-time employees of the Town.

B. The coverages provided for herein shall be subject to such changes as the Town or its insurance carrier may make from time to time applicable to all full-time employees of the Town. Additionally, any other coverages that may be added by the Town in the future and which are applicable to other full-time employees of the Town will be made available to the Town Manager on the same terms and conditions extended to such other employees and/or their dependents.

SECTION 7. Other Benefits.

A. Vacation Leave.

1. The Town Manager shall be entitled to accrue and use vacation leave at the rate and under the terms and conditions which apply to other Town employees pursuant to the Town of Camp Verde, Arizona Personnel Manual dated _____, with the exception that upon written request by the Town Manager, the Town Manager shall be paid his/her accrued but unused vacation time, subject to all IRS and state tax regulations and deductions.

2. Upon termination of employment, the Town shall pay the Town Manager for his/her accrued but unused vacation leave.

B. Sick Leave.

1. The Town Manager shall accrue sick leave as per Town of Camp Verde Personnel Manual.

C. Holidays. The Town Manager shall also be afforded with paid holidays according to the Camp Verde Personnel Manual in effect at that time.

D. Retirement. The Manager’s membership in Arizona State Retirement (ASR) shall be on the same basis as all other Town Employees and the Town’s contribution shall be on the same basis as for all other employees.

SECTION 8. Residency Within the Town.

The Town Council believes that the Town Manager will be more knowledgeable regarding

the needs of the Town and its citizenry and better able to meet those needs if he/she resides full time within the Town limits as required by Town Code 3-1-1. The Town Manager agrees to reside within the Town limits or the 86322 zip code area within 120 days of the date of hire, on a full-time basis and the failure to do so shall be considered good cause for termination.

SECTION 9. Performance Evaluation.

A. The Council shall review and evaluate the performance of the Town Manager on or about the first week of February of each calendar year during the period this Agreement is in effect. The review shall be in accordance with specific criteria developed jointly by the Council and the Town Manager. Said criteria may be added to or deleted as the Council may from time to time determine, in consultation with the Town Manager.

B. Annually, the Council and the Town Manager shall jointly define such goals and performance objectives that they determine necessary for the proper operation of the Town of Camp Verde, Arizona, and in the attainment of the Council's policy objectives and shall further establish a relative priority among those various goals and objectives; said goals and objectives to be reduced to writing. Any problem issues must be resolved in a timely manner as agreed mutually between Town and the Manager.

Commented [BS12]: Is this done as part of the performance evaluation under para A? If so, you should say that. If not, you then need to establish a timeframe; otherwise, it probably will not be done

SECTION 10. Indemnification.

To the extent it may be permitted to do by applicable law, the Town does hereby agree to defend, hold harmless, and indemnify Manager from any and all demands, claims, suits, actions, judgments, expenses and reasonable attorneys' fees incurred in any legal proceedings brought against Manager in the Manager's individual or official capacity as an employee and as Town Manager, providing the incident(s), which is (are) the basis of any such demand, claim, suits, actions, judgments, expenses and attorneys' fees, arose or does arise in the future from an act or omission of Manager, as an employee of the Town, acting within the course and scope of the Manager's employment with the Town; excluding, however, any such demand, claim, suits, actions, judgments, expenses and attorneys' fees for those claims or any causes of action where it is determine that the Manager committed official misconduct, or committed a willful or wrongful act or omission, or an act or omission constituting negligence, or acted in bad faith; and excluding any costs, fees, expenses or damages that would be recoverable or payable under an insurance contract, held either by the Town or by the Manager. Manager recognizes that the Town shall have the right to compromise and settle any claim or suit. The provisions of this Section 10 shall survive termination, expiration or other end of this Agreement and/or the Manager's employment with the Town.

Commented [BS13]: I don't mind giving Russ this (gross negligence), because we know him. I would like the standard form to just be negligence.

SECTION 11. Notices.

Notices pursuant to this Agreement shall be given: by hand delivery to the party receiving notice; or by deposit in the custody of the United States Postal Service, first class postage prepaid or through overnight carrier service, addressed as follows or as such address may be changed from time to time upon notice to the other. Notice shall be deemed given when delivered, mailed or transmitted by overnight carrier as provided above and shall be deemed received the day it is hand delivered, three business days after being mailed, or one business day after being transmitted by overnight

carrier.

Town: Mayor _____
Town of Camp Verde
473 S. Main St., Ste. 102
Camp Verde, Arizona 86322

Town Attorney
Address Line 1
Address Line 2

Town Manager: _____
Town of Camp Verde
473 S. Main St., Ste. 102
Camp Verde, Arizona 86322

Town Manager
Home Address Line 1
Home Address Line 2

SECTION 12. General Provisions.

A. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, inducements and conditions express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. This Agreement may not be modified or amended other than by an agreement in writing signed by both Parties.

B. Severability. The invalidity in whole or part of any provision hereof shall not affect the validity of any other provision hereof and this Agreement shall remain in full force and effect except as to such invalid provision.

C. Conflict of Interest. Pursuant to A.R.S. § 38-511, the Town of Camp Verde may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of the Town is, at any time while the agreement or any extension of the agreement is in effect, an employee or agent of any other party to the agreement in any capacity or a consultant to any other party of the agreement with respect to the subject matter of the agreement. In the foregoing event, the Town of Camp Verde further elects to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of the Town of Camp Verde from any other party to the agreement arising out of this Agreement.

D. Modification or Amendment. Nothing herein shall prohibit the parties from modifying or amending the terms and conditions of this Agreement; provided, however, such amendment or modification shall only be effective if made in writing that is executed by the parties and supported by reasonable and sufficient consideration.

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S:\Clerk\2017 Council Meetings\TC Work Sessions\Oct 11 2017\Form Manager Contract (after wis comments).092917.docx C:\Users\wjsims\AppData\Local\Microsoft\Windows\Temporary Internet Files\Content.Outlook\CR1524Z9\Templa-Manager Contract v3-092017.docx 10/5/2017 1:15 PM 9/27/2017 7:40 AM

E. Governing Law. This Agreement shall be governed by the laws of the State of Arizona, and any suit to enforce or interpret any provision hereof or to obtain any remedy with respect hereto may be sought only in the superior court for Yavapai County, Arizona. Each party irrevocably consents to jurisdiction and venue in said court.

F. Waiver. Failure of party to exercise any of its rights with respect to a breach of this Agreement shall not constitute a waiver of the same or similar breach in the future or any right that the party may have with respect to any other breach.

G. Headings. The headings provided in this agreement are for convenience and shall not affect the interpretation or enforcement of this agreement.

H. The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35- 393.

IN WITNESS THEREOF, the Town of Camp Verde has caused this Agreement to be signed and executed in its behalf by its Mayor and duly attested by its Town Clerk, and the Town Manager has signed and executed this Agreement, both in duplicate, the day and year first written above.

Name, Town Manager

Name, Mayor of Camp Verde

Attest:

Approved as to form:

Name, Town Clerk

Name, Town Attorney
Law Firm

Agenda Item 4.3. Attachment #2 - Councilor Dee Jenkins' Project Notes

PROJECT: Town of Camp Verde Town Manager Employment Agreement Template
Committee Members: Mayor Charles German, Councilmember Dee Jenkins
Additional Resources: Town Clerk Judy Morgan, Town HR Barbie Bridge, Town Atty Bill Sims

<u>Date</u>	<u>Participates</u>	<u>Notes</u>
August 18, 2017	C. German D. Jenkins	Discuss project, develop plan Agreed to solicit examples of Town Manager's employment contracts from similar Arizona towns and cities, examples to include not less than 6 and no more than 10. Task was given to Town Clerk Judy Morgan to compile. Agreed that to avoid any perception of a conflict of interest that we would not include the document prepared by Town Manager R. Martin and distributed to council at the August 11th work session.
September 8, 2017	C. German D. Jenkins	Prior to the meeting Judy Morgan forwarded to us examples from the following municipalities (copies available upon request): Chino Valley, Paradise Valley, Globe, Gila Bend, Coolidge, Cottonwood, Winslow, Show Low, Safford, Page. Using this information C. German prepared a spreadsheet summarizing the data (copy available upon request). D. Jenkins read, reviewed and sorted the contracts to determine the best example of a complete and comprehensive document. At the meeting we compared our findings and agreed that Chino Valley would be used as the draft for editing in and out using the best terms and conditions examples from all municipalities above. The marked up/pasted in document was given to J. Morgan to type a draft document.
September 20, 2017	C. German D. Jenkins J. Morgan	Reviewed the draft version including comments from J. Morgan and B. Bridge. Discussed changes, J. Morgan to prepare final draft.
Sept 22 - 25, 2017	thru email C. German D. Jenkins J. Morgan	Final draft reviewed and accepted by C. German and D. Jenkins. Authorized J. Morgan to submit to Town Attorney B. Sims for review and opinion.
September 27, 2017	thru email B. Sims J. Morgan C. German D. Jenkins	from B. Sims "You guys did a very good job putting this form together. It makes my job so much easier. Please see comments and suggestions on the attached". Reviewed attorney comments (J. Morgan, D. Jenkins, C. German) and agreed to submit final draft with all comments to council for discussion and possible approval at the October 11th work session. The approved Town document will be used as the template for negotiations with current and future Town Managers.

Respectfully submitted, Dated October 3, 2017
 Mayor Charles German
 Councilmember Dee Jenkins

Options/Topic for discussion/consideration for a Manager's Contract

Health Insurance

Dental Insurance

Vision Insurance

Life Insurance

Registration/Travel/Hotel/Food for Annual Conference of Managers

\$ _____ allowance for vehicle gas/maintenance

\$ _____ allowance for additional education/certifications

\$ _____ allowance for professional organizations

\$ _____ allowance for local organization/s as may be deemed appropriate (i.e. Business Alliance, VVREO, etc.)

\$ _____ COLA

Automatic extension of 1 year on existing contract if neither party does not give notice of not to extend with a 60 day notice prior to the anniversary date of contract.

Reduction in Force (RIF) must comply with legal guidelines

Reduction in Pay (RIP) must comply with legal guidelines

Merit Pay We have nothing in our Code or Personnel Manual setting up parameters for this.

Salary Schedule for Employees is listed with 3 categories: Minimum, mid-Range, Maximum

Termination with cause: Would not include a severance package

Termination without cause: Could include a severance package