

City of Jasper
200 Burnt Mountain Road
Jasper, Georgia 30143
CALLED COUNCIL MEETING
Monday, January 14, 2019, 6 p.m.

- I. Call meeting to order
- II. Invocation
- III. Pledge of Allegiance
- IV. Adopt agenda
- V. Old Business
 - A. City manager appointment
 - 1. Jim Looney
- VI. New Business
 - A. Establishment of qualifying fees for election
 - 1. Lisa Hoyle
- VII. Adjourn

**MINUTES
CALLED COUNCIL MEETING
Monday January 14, 2019**

Members Present:

Mayor John Weaver
John Foust
Anne Sneve
Dr. Sonny Proctor
Kirk Raffield

Staff:

Lisa Hoyle
Jim Looney

Guests in Attendance:

Jordan Elwarner
Amberle Godfrey
Regina Camp
Kristal Beaver
Brandon Douglas & family

Members Absent:

Tony Fountain

Legal Counsel:

Bill Pickett

Press:

Angela Reinhardt

Mayor Weaver called the meeting to order promptly at 6:00 p.m. He requested Jim Looney give the invocation. He requested Councilmember John Foust lead the Pledge of Allegiance.

Mayor Weaver asked that the agenda be reviewed and approved by Council. Councilmember Anne Sneve made a motion to approve the agenda. Councilmember Kirk Raffield seconded the motion. Motion carried unanimously.

Item A under Old Business, Mayor Weaver recognized Interim City Manager Jim Looney to discuss the new city manager contract. Mr. Looney stated that the 14-day comment period had been completed and the council could approve the contract at this time. Councilmember John Foust made a motion to approve Brandon D. Douglas be approved as the Jasper city manager and authorize the institution of this contract for the duties of the Jasper city manager. Councilmember Kirk Raffield seconded the motion. Motion carried unanimously.

Mayor Weaver stated to note the Councilmember Tony Fountain was not in attendance so we have a quorum of four this evening.

The city manager contract was signed by Mr. Douglas, Mayor Weaver, Bill Pickett and attested by the city clerk. A copy of the contract will be made a part of these minutes as reference.

Item A under New Business, Mayor Weaver recognized City Clerk Lisa Hoyle to discuss election qualifying fees. Ms. Hoyle stated that the 2019 Election Qualifying Fees must be set this month and the amount could be anything up to the maximum of \$35. Councilmember John Foust made a motion to set the 2019 qualifying fee at \$35 and Councilmember Kirk Raffield seconded the motion. Motion carried by unanimous vote.

Being no other business to come before Council, Mayor Weaver asked for a motion to adjourn. Councilmember Sonny Proctor made a motion to adjourn the meeting. Council is scheduled to convene next at the regular meeting to be held February 4, 2019.


John W. Weaver
Mayor


Lisa J. Hoyle
City Clerk/Finance Director

AGREEMENT FOR PROFESSIONAL SERVICES AND EMPLOYMENT AS CITY MANAGER

This Employment Memorandum for City Manager, is made and entered into effective as of this the 14 day of Jan, 2019, by and between the City of Jasper, Georgia, a municipal corporation (the "City"), and Brandon D. Douglas (the "Manager"), to establish and set forth the terms and conditions of the employment of the Manager as the City Manager of the City of Jasper.

W I T N E S S E T H:

WHEREAS, the City desires to employ the services of the Manager as the City Manager of the City, pursuant to the terms, conditions and provisions of this Agreement;

WHEREAS, it is the desire of the Council, to provide compensation and benefits, establish conditions of employment for, and to set the working conditions of, the Manager as provided in this Agreement;

WHEREAS, the Council desires to secure and retain the services of the Manager, to provide inducements for the Manager to accept employment as the City Manager of the City and to remain in such employment, to encourage full work productivity by assuring the Manager's morale and peace of mind with respect to future security, and to provide a proper means for termination, resignation, or retirement of the Manager;

WHEREAS, except as otherwise specifically provided herein, the Manager shall have and be eligible for the same benefits as are provided to all employees of the City; and

WHEREAS, the Manager has agreed to accept employment as the City Manager of the City, subject to and on the terms, conditions, and provisions agreed to and set forth in this Agreement;

NOW, THEREFORE, in consideration of Manager accepting employment with the City, and other good and valuable consideration, including the mutual covenants herein contained, the City and the Manager hereby contract, covenant, and agree as follows:

Section 1. Duties:

The Council hereby employs the Manager to perform the duties and functions specified in the City Charter, this Agreement, and as the Council shall, from time to time, assign to the Manager consistent with the intent of this Agreement.

The Manager shall report for work, and the duties and employment of the Manager shall commence on the 18 day of Feb, 2019 (the "Commencement Date").

Section 2. Term:

The term of this Agreement shall be for an initial period of two (2) years from February 18, 2019 to February 17, 2021. This Agreement shall automatically be continued thereafter on January 1 unless notice that the Agreement shall terminate is given by either party at least sixty days before the expiration date ("Expiration Notice"). In the event the Expiration Notice is given, all compensation, benefits and requirements of the Agreement shall remain in effect until the expiration of the term of the Agreement unless Manager voluntarily resigns, or Manager is terminated pursuant to Section 14 below.

The Manager shall serve at the pleasure of the Council and nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Council, or the Manager, to terminate the services of the Manager at any time, subject only to applicable provisions of the city charter, and the provisions set forth hereinafter in the section titled "Termination."

Section 3. Salary.

City agrees to pay the Manager an annual base salary, which salary shall initially be \$108,000.00 payable in installments at the same time as other employees of the City are paid.

City agrees to review the base salary and other benefits of the Manager six (6) months from the commencement date. City agrees to review the base salary and other benefits of the Manager annually.

The Manager shall be entitled to receive any cost of living adjustments that are given to employees in the classified service.

Section 4. Residency.

At the time of the Manager's appointment, the Manager need not be a resident of the City or the State, but during his tenure of office, the Manager shall reside within the County of Pickens within 6 months from the commencement date and for the term of employment. Both the City and the Manager acknowledge that it is preferred and desired for Manager to reside in the City of Jasper however, City agrees to extend the time from 6 months to not more than 12 months should the Manager pursue the effort to purchase property within Pickens County or the City of Jasper and to have a home constructed on said property.

Section 5. Retirement Benefits.

The City will amend the retirement plan to include the Manager so that he shall be covered and fully vested immediately upon employment by the same retirement system as all other employees of the City. Retirement contributions shall be paid by City as required by the retirement system's plan documents.

City shall work with Manager to pay into a retirement portfolio consisting of a 401(a) and 457 plan as created by Resolution for participation in ICMA-RC or equivalent in an amount of matching the employee's contribution up to 5% of the employee's salary and shall be fully vested of all contributions immediately.

Section 6. Insurance.

A. Health Insurance.

The Manager and Manager's Family shall be covered by the same health, dental, life, STD & LTD plans as all other employees, or such plans that are available through the City. The coverage shall be in full force and effect immediately upon the Commencement Date. The City further agrees to coordinate its insurance plan with the Manager's current insurance plan and coverage, and ensures that no exclusion, hiatus or break in coverage in health, dental, life or disability insurance coverage occurs for the Manager, Manager's wife, the Manager's dependents.

B. Life Insurance.

The City agrees to purchase and pay the required premiums for a term life insurance policy for the Manager, in the amount of at least two (2) times the Manager's annual base salary, including all increases in the base salary during the life of this agreement. The Manager shall designate the beneficiary of such policy.

C. Disability Insurance.

The City agrees to put into force for the Manager, and to make the required premium payments for, an insurance policy for occupational disability as well as total and permanent disability income benefits, as is available for all other employees. The policy will provide income replacement for short-term disability coverage from the expiration of any accrued sick leave until long-term coverage begins, and income replacement for long-term coverage.

Section 7. Automobile.

The Manager and the City agree that the Manager will provide his own vehicle for daily transportation; however, the City agrees to reimburse the Manager for any mileage accumulated for any business conducted outside Pickens County in accordance with the IRS travel reimbursement. Nothing in this section shall preclude the Manager from driving a City vehicle at any time that it may be deemed necessary or appropriate for official business.

Section 8. Leave Benefits.

All provisions of the rules and regulations of the City applicable to fringe benefits, leave and working conditions as they now exist or hereafter may be amended, shall also apply to the Manager as they apply to all other employees of the City, in addition to the benefits enumerated specifically for the benefit of the Manager herein;

Upon commencing employment, to offset leave being lost or used by Manager as a result of employment transition, Manager shall be credited with a bank of 56 hours of vacation leave and a bank of 56 hours of sick leave upon commencement. Thereafter, Manager shall accrue without cap, vacation and sick leave at a rate of 1 day per month until reaching 10 years of service whereupon Manager will begin accruing at the rate in accordance with the accrual policy with the City.

Section 9. Professional and Civic Development.

The City agrees to budget and pay for the civic and professional membership dues and subscriptions of Manager necessary for the Manager's continuation and participation in national, regional, state, and local associations necessary and desirable for the Manager's continued professional participation, growth and advancement, and for the good of the City. Developing and maintaining professional association contacts and standing provide the City access to valuable resources, and the reasonable participation and related travel by Manager as provided for in the annual budget will be a part of the Manager's duties.

Participation in Civic/Professional organizations shall include but not limited to membership with the Georgia City/County Management Association (GCCMA), the International City/County Management Association (ICMA), and other organizations as required by City.

Section 10. Technology

The Manager's duties require the Manager to have the exclusive and unrestricted use, at all times during the Manager's employment with City, of a cell phone and laptop computer. The City shall be responsible for paying for and regular replacement of the cell phone and laptop computer

Section 11. Relocation Expenses.

The City agrees to pay for certain costs directly related to moving expenses or the relocation of the Manager. The Manager is encouraged to seek competitive bidding from various moving vendors to determine a cost for the move. Once the cost is determined and approved, the move itself is solely the responsibility of the Manager and any problems that result from the move are between the Manager and the moving company. The City's only involvement is the reimbursement to the Manager or payment to the moving vendor. The cost of the city's liability, for moving expense, is limited to \$5,000.

Section 12. Indemnification.

The City shall obtain and keep in full force and effect liability insurance, or risk pool coverage, including errors and omissions coverage on a "per occurrence" basis, provided that this section shall not be construed as creating any right, cause of action, or claim of waiver or estoppel for or on behalf of any third party, nor shall it be construed as a waiver or modification of the availability of the defense of governmental immunity or any other legal defense available to either City or the Manager as to any third party; and provided further that City shall not indemnify and hold harmless the Manager from and with respect to any claim or liability for which the conduct of the Manager is found by the courts to have been grossly negligent or intentional wrongful conduct. Beyond that required under Federal, State or Local Law, City shall defend, save harmless and indemnify Manager against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission

occurring in the performance of Manager's duties or resulting from the exercise of judgement or discretion in connection with the performance of program duties or responsibilities, unless the act or omission involved willful or wanton conduct. The Manager may request and the City shall not unreasonably refuse to provide independent legal representation at City's expense to defend such legal action and City may not unreasonably withhold approval of such representation. Legal representation provided by City for Manager shall extend until a final determination of the legal action including any appeals brought by either party. The City shall indemnify Manager against any and all losses, damages, judgements, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney's fees and any other liabilities incurred by imposed upon or suffered by such Manager in connection with or resulting from any claim, action, suit, or proceedings actual or threatened arising out of or in connection with the performance of his duties. Any settlement of any claim must be made with prior approval of the City for indemnification as provided in this Section to be available.

Manager recognizes that City shall have the right to compromise and settle any indemnified claim. Unless the Manager is a party to the suit, Manager shall have no veto authority over the settlement of any indemnified claim. In the event Manager is required to be involved in litigation subsequent to the termination or expiration of this Agreement, as a party, witness or advisor to City, City agrees to pay all reasonable litigation expenses of Manager throughout the pendency of any such litigation including reasonable consulting fees and travel expenses.

Section 13. Hours of Work.

The Manager shall be allowed to establish a personal work schedule. However, the Manager recognizes that he will be available to fulfill the obligations of the position, must always be available, and must devote a great deal of time outside the normal office hours to the business of the City. The Manager agrees to devote such additional time as is necessary for the full and proper performance of the Manager's duties and that the compensation herein provided includes compensation for the performance of all such services. However, the City intends that reasonable time off be permitted the Manager, such as is customary for exempt employees so long as the time off does not interfere with the normal conduct of the office of the City Manager. The Manager will devote full time and effort to the performance of the duties of the City Manager of the City, and shall remain in the exclusive employ of the City during the Term of this Agreement; provided that, with the prior consent of the Council, the Manager may accept temporary, outside professional employment which will not in anyway limit the performance of, or the Manager's availability for the performance of, the Manager's duties hereunder. The term "outside professional employment" shall be construed to include occasional teaching, writing or consulting performed on the Manager's time off.

Section 14. Termination and Severance Pay.

A. Termination.

In the event the Manager is terminated by the Council during the Term of this Agreement the City agrees to pay the Manager, at the Manager's option, a lump sum cash payment, or periodic cash payments, payable in installments that are consistent with that of other employees of the City, equal to 6 months full salary, benefits and the value of all vacation leave. In addition, the Manager shall be entitled to receive an additional month of severance pay including the value of all benefits and vacation leave for each year of service for a maximum of 12 months. If the Manager is terminated with cause, then, in that event, the City shall have no obligation to the severance payments designated in this Section.

B. Reductions.

In the event the Council, during the Term of this Agreement reduces the salary or other financial benefits of Manager, or in the event of termination, the Manager may deem to have been terminated as of the date of such reduction, or as of the date the Manager resigns at the Council's suggestion; provided that, notice having first been given, the suspension of the Manager with pay pending the resolution of any felony criminal charge filed against the Manager shall not constitute a termination, or a reduction under this Section.

C. Resignation.

If the Manager terminates this Agreement by voluntary resignation of the position of City Manager, the Manager shall give 60 days notice in advance unless the Council agrees otherwise.

Section 15. Conflict of Interest Prohibition.

The Manager shall not, during the Term of this Agreement, individually, as a partner, joint venture, officer or shareholder, invest or participate in any business venture conducting business in the corporate limits of the City, except for stock ownership in a company whose capital stock is publicly held and regularly traded on any stock exchange, without the prior written approval of the Council. For and during the Term of the Agreement, the Manager shall, except for a personal residence or residential property acquired or held for future use as the Manager's personal residence, not invest in any other real estate or property improvements within the City, without the prior written consent of the Council.

Section 16. Appropriations.

The Council has appropriated, set aside and encumbered, and does hereby appropriate, set aside, and encumber, available and unappropriated funds of the City in an amount sufficient to fund and pay all financial obligations of the City pursuant to this Agreement, including, but not limited to, the severance pay, salary and benefits set forth and described herein.

Section 17. General Provisions.

A. Section headings.

All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

B. Governing Law.

This Agreement shall be construed in accordance with, and governed by, the laws of the State of Georgia. Venue shall lie exclusively in Pickens County, Georgia for any binding arbitration that is initiated by either the City or the Manager.

C. Severability.

In the event any one or more of the sections, provisions or clauses contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

D. Entire Agreement.

This Agreement incorporates all the agreements, covenants and understandings between the City and the Manager concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No other prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

E. Amendment.

This Agreement shall not be modified or amended except by a written instrument executed by the Manager and the duly authorized representative of the Council.

F. Effective Date.

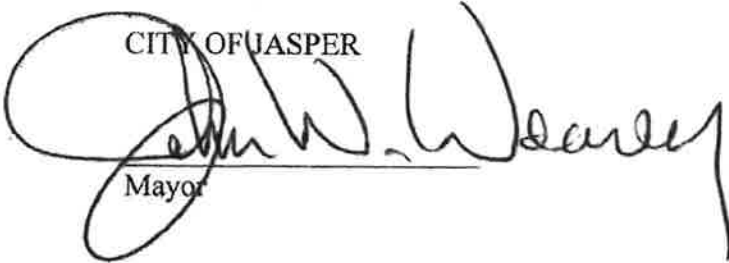
This Agreement shall be and become in full force and effect as of the date above first written upon the adoption and approval of the Council, and the execution and delivery hereof by the authorized officer of the City and the Manager.

G. Counterparts.

This Agreement may be executed in duplicate original counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one in the same instrument

IN WITNESS WHEREOF, the City and the Manager have executed this Agreement effective as of the date first written above.

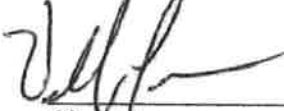
CITY OF JASPER


Mayor

ATTEST:

 (City Seal)

APPROVED AS TO FORM:


City Attorney

AGREED AND ACCEPTED this the 24th day of January, 2019.


City Manager