

RESOLUTION 40-2023

**A RESOLUTION TO RE-APPOINT AND APPROVE THE EMPLOYMENT
CONTRACT OF KENNETH D. MARTIN AS CITY MANAGER FOR THE CITY
OF MT. JULIET AND AUTHORIZING THE MAYOR TO SIGN THE
CONTRACT**

WHEREAS, the Board of Commissioners of Mt. Juliet, Tennessee desires to re-appoint Kenneth D. Martin as City Manager for the City of Mt. Juliet; and

WHEREAS, the Board of Commissioners authorizes Mayor James Maness to sign the current employment contract with Kenneth D. Martin; and

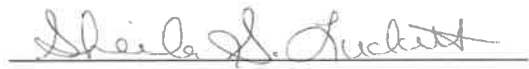
BE IT RESOLVED, by the Board of Commissioners of the City of Mt. Juliet, Wilson County, Tennessee as follows:

Section 1. The Board of Commissioners of the City of Mt. Juliet re-appoint Kenneth D. Martin as City Manager of the City of Mt. Juliet and the attached contract is approved by the Board of Commissioners and the Mayor is authorized to sign the contract.

Section 2. In case of conflict between this resolution or any part hereof, and the whole or part of any existing resolution of the City, the conflicting resolution is repealed to the extent of the conflict by no further. This Resolution shall take effect at the earliest date allowed by law, the public welfare requiring it.

PASSED: 7/24/23

ATTEST:



Sheila S. Lockett, MMC
City Recorder



James Maness, Mayor

APPROVED AS TO FORM:



Kenneth D. Martin, City Manager



L. Gino Marchetti, Jr., City Attorney

AGREEMENT BETWEEN THE CITY OF MT. JULIET, TENNESSEE AND KENNETH D. MARTIN

This Agreement is entered into by and between **THE CITY OF MT. JULIET, TENNESSEE** ("The City"), a municipality organized and existing under the laws and constitution of the State of Tennessee, and **KENNETH D. MARTIN**.

WHEREAS, the Board of Commissioners of the City of Mt. Juliet, Tennessee is required, pursuant to Tennessee Code Annotated § 6-21-101, to appoint and fix the salary of the City Manager, who shall serve at the will of the Board of Commissioners, and

WHEREAS, the Board of Commissioners has determined that the orderly administration of the business of the City of Mt. Juliet will be served by execution of this Agreement to clearly establish the remuneration and benefits to be afforded the City Manager; and

WHEREAS, the duties and authorities of the City manager are prescribed by Tennessee Code Annotated § 621-101 *et seq.*; and

NOW THEREFORE, in consideration of the valuable consideration and mutual agreement evidenced by this Agreement, the parties agree as follows:

Section 1. Duties. The City of Mt. Juliet will continue to employ Kenneth D. Martin as City Manager to perform the duties and functions prescribed by Tennessee Code Annotated § 6-21-101 *et seq.*, other state and federal laws applicable to the City, and such duties as may be prescribed by ordinance and resolution of the City of Mt. Juliet. In performance of these duties, Kenneth D. Martin shall act only in the City's interest, shall act in accordance with all state and federal laws and regulations, and all city ordinances. Kenneth D. Martin shall perform all duties in a manner compatible with the trust inherent in public service, shall strive to achieve excellence, efficiency, and economy for the City, shall devote the majority of his time toward managing the City's affairs to the best of his ability, and shall demonstrate at all times fitness for public service and high moral standards of personal conduct.

Section 2. Terms of Employment. Except as otherwise modified by this Agreement, Kenneth D. Martin shall be subject to the same terms and conditions of employment as other City employees, as established in the City's personnel ordinances and resolutions.

Section 3. Termination of Employment and Appointment. The parties agree to enter into this agreement regarding Kenneth D. Martin's employment beginning July 19, 2023. The employment of Kenneth D. Martin as City Manager is strictly "at-will". Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City of Mt. Juliet to terminate the employment and appointment of Kenneth D. Martin as City Manager at any time, subject

to the limitations of Tennessee Code Annotated 6-21-101 and the provisions set forth in this Agreement.

The City of Mt. Juliet may terminate this Agreement and the employment and appointment of Kenneth D. Martin as City Manager at any time upon a four-fifths (4/5) vote of the Board of Commissioners.

With good cause shown for termination, Kenneth D. Martin shall not be entitled to receive any remuneration for severance but shall receive payment for accrued vacation leave to the extent that such payment for vacation leave does not exceed one (1) month's salary.

Without good cause shown for termination, Kenneth D. Martin shall be entitled to severance equal to six (6) months' salary and shall receive payment for accrued vacation leave, but in no event shall payment for vacation leave exceed 2 months' salary.

In the event that Kenneth D. Martin resigns from employment as City Manager, the Board of Commissioners shall be provided at least sixty (60) days written notice in advance of the effective date of such resignation. If this notice is not provided, Kenneth D. Martin shall forfeit payment for all accrued vacation leave. Should the Board of Commissioners decline to continue Kenneth D. Martin's employment and appointment during this sixty (60) day period, Kenneth D. Martin shall be paid his regular rate of pay for the balance of the sixty (60) day period remaining after the Board of Commissioners declines to continue his appointment and employment. Additionally, should the Board of Commissioners decline to continue Kenneth D. Martin's employment and appointment during the sixty (60) day period, he shall receive payment for accrued vacation leave, but in no event shall payment for vacation leave exceed one (1) month's salary.

Section 4. Salary. As consideration for his performance of duties as City Manager, Kenneth D. Martin shall be paid a salary of \$175,760.00 for Fiscal Year 2023/2024, thereafter, Kenneth D. Martin would receive the same increases in pay as all City employees.

Section 5. Leave and Attendance. Kenneth D. Martin shall accrue sick leave at the same rate as other City employees, in accordance with the City's personnel ordinances and resolutions. Kenneth D. Martin serves as an executive, salaried employee of the City and, accordingly, shall not be entitled to receive overtime compensation. Kenneth D. Martin shall be entitled to compensatory leave, which must be used during the same two-week pay period in which the compensatory leave was earned. Any compensatory time not utilized in the same pay period in which it was earned shall not carry forward

into future pay periods, and Kenneth D. Martin shall not otherwise be entitled to compensatory leave. Kenneth D. Martin shall be entitled to four (4) weeks of vacation leave each year.

Section 6. Outside Employment. Kenneth D. Martin may engage in employment outside of his employment with the City of Mt. Juliet as a teacher or educational instructor if such employment does not interfere with his job duties to the City, allows him to remain available for emergency response situations, and takes place outside of regular city business hours.

Section 7. Conflicts of Interest. Kenneth D. Martin shall avoid any interest which will conflict with those interests of the City of Mt. Juliet, subject to the laws of Tennessee and the City's ordinances and resolutions, including but not limited to, the City's Code of Ethics.

Section 8. City Vehicle and Travel Expenses. Kenneth D. Martin shall be provided with a gasoline credit card similar to cards used by other City employees for City vehicles. At his election, Kenneth D. Martin shall be entitled to drive a city vehicle in the ordinary course of City business.

Section 9. Insurance. Kenneth D. Martin shall be eligible for health, dental, and vision insurance, as well as other insurance benefits as are afforded to all full-time City employees.

Section 10. Membership Dues of Professional City Manager Associations. The City agrees to pay any membership dues necessary to maintain Kenneth D. Martin's membership in professional associations or organizations, whose primary goal is to promote professionalism among City or municipal managers. Annual payment of these membership dues shall be limited to the amount of funding appropriated by the Board of Commissioners in the City's annual budget.

Section 12. Retirement Kenneth D. Martin shall be eligible to participate in the Tennessee Consolidated Retirement System ("TCRS") or any other retirement benefit arrangement established by the City of Mt. Juliet for the benefit of its employees, subject to the limitations of TCRS or such retirement arrangement.

Section 12. Legality. Kenneth D. Martin acknowledges that he has been advised to consult with, and afforded an opportunity to seek the advice of, independent legal counsel regarding this Agreement.

Section 13. Governing Law and Documents. The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Tennessee.

Section 14. Residency Requirement. As stated in Ordinance 2012-52 Kenneth D. Martin would not be required to move or live inside the City limits since he is a current employee of the City of Mt. Juliet.

Section 15. Conflicting or Ambiguous Provisions; Priority. In the event of conflicting or ambiguous provisions of this Agreement, the terms of this Agreement shall be construed according to the following priorities:

- a) Any **properly** executed amendment or change to the Agreement (most recent with first priority);and
- b) This Agreement
- c) Tennessee Code Annotated § 6-18-1010 *et seq.*; and
- d) Ordinance and Resolutions of the City of Mt. Juliet, Tennessee

Section 16. Severability. Should any provision of this Agreement be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity and enforceability of the remaining provisions of this Agreement.

In witness of all of the foregoing consideration, terms, and conditions as evidenced by their signature below, the City of Mt. Juliet, Tennessee and Kenneth D. Martin hereby and be bound by all of the terms and conditions of this Agreement.

Dated:



Mayor James Maness



Kenneth D. Martin