

**Vestavia Hills
City Council Agenda
August 16, 2017
6:00 PM**

1. Call to Order
2. Roll Call
3. Invocation – Brian Davis, Public Services Director
4. Pledge Of Allegiance

Old Business

5. Resolution Number 4976 – A Resolution Authorizing The Mayor To Execute And Deliver An Addendum To The Employment Contract For The City Manager (*public hearing to be held August 16, 2017 at 6:00 p.m.*)

New Business

New Business (Unanimous Consent Requested)

First Reading (No Action Taken At This Meeting)

6. Citizen Comments
7. Motion For Adjournment

RESOLUTION NUMBER 4976

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AND DELIVER AN ADDENDUM TO THE EMPLOYMENT CONTRACT FOR THE CITY MANAGER

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF VESTAVIA HILLS, ALABAMA, AS FOLLOWS:

1. The Mayor is hereby authorized to execute and deliver a Third Addendum to Employment Contract for Jeffrey D. Downes as City Manager; and
2. Copy of said contract is attached to this Resolution Number 4976 marked as “Exhibit A” and is incorporated by reference as though written fully therein; and
3. This Resolution Number 4976 shall become effective immediately upon adoption and approval.

DONE, ORDERED, ADOPTED and APPROVED this the 16th day of August, 2017.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

Exhibit A

STATE OF ALABAMA

JEFFERSON COUNTY

THIRD ADDENDUM TO EMPLOYMENT CONTRACT FOR CITY MANAGER

WITNESSETH THIS THIRD ADDENDUM TO EMPLOYMENT CONTRACT FOR CITY MANAGER, made and entered into on this the _____ day of August, 2017, by and between the City of Vestavia Hills, Alabama, as employer, (“City”) and Jeffrey D. Downes, as employee, (“City Manager”).

WITNESSETH THESE RECITALS:

WHEREAS, on May 31, 2013, the City, as employer, and City Manager, as employee, entered into a written Employment Contract (“contract”) wherein the City employed the City Manager for a two (2) year term beginning July 15, 2013 and ending July 15, 2015 for and in consideration of an annual salary of One Hundred Fifty Thousand Dollars (\$150,000.00) plus other benefits pursuant to the Council-Manager Act of 1982 as amended by Act Number 2010-544; and

WHEREAS, on May 29, 2015, the City and City Manager executed and delivered a First Addendum to Employment Contract for City Manager, which extended the term of said Employment Contract to September 30, 2015 and further provided that the City Manager is in fact an employee of the City and shall receive increases in compensation when the City Council approves and authorizes cost of living increases in wages for all employees; and

WHEREAS, on May 29, 2015, the City and City Manager executed and delivered a Second Addendum to Employment Contract for City Manager, which extended the term of said Employment Contract so that said term would end on September 30, 2018; and

WHEREAS, the City presently pays to the City Manager an annual salary in the amount of One Hundred Sixty-one Thousand Five Hundred Sixty-nine Dollars (\$161,569.00); and

WHEREAS, Title 11-43A-18, *Code of Alabama, 1975*, provides among other things that the City and City Manager may enter into a contract for an indefinite term; and

WHEREAS, the City and City Manager wish to further amend the Employment Contract and have agreed that it is in the best interest to both parties that this agreement be reduced to writing and duly executed and delivered.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That the City and City Manager expressly and mutually covenant and agree as follows:

1. **EXTENSION OF CONTRACT TERM:** Effective October 1, 2017, the term of this Employment Contract shall be for a period of three (3) years beginning on October 1, 2017 and ending on September 30, 2020.

2. **AUTOMATIC RENEWAL:** The City and City Manager mutually agree and understand that as of October 1, 2018, and each following October 1st, another year will be added to the Employment Contract so as to provide for a continuing three (3) year term; provided, however, that on or before June 1, 2018 and on or before every other June 1st thereafter:

(a) the City may provide City Manager with written notice that the automatic extension of one (1) additional year will not occur, for any reason or no reason; and

(b) the City Manager may provide City with written notice that the automatic extension of one (1) additional year will not occur, for any reason or no reason.

3. **INCREASE IN ANNUAL SALARY:** The annual base salary shall be increased to One Hundred Ninety Thousand Dollars (\$190,000.00) per year payable at the times and in accordance with payroll procedures of the City beginning on the date of execution and delivery of this Third Addendum to Employment Contract by City and City Manager.

4. **STEP INCREASES IN COMPENSATION:** All merit employees receive a five percent (5%) annual merit increase in salary until maximum step is attained. Therefore, beginning October 1, 2018, the City shall pay to City Manager a five percent (5%) annual merit increase in salary based upon evaluation during the term of this contract and any extension thereof; provided, however, the City shall not be obligated to pay more than a total of six annual merit increases. Stated another way, in no event shall the City be required to pay such an annual merit increase after September 30, 2024.

5. **DEFERRED COMPENSATION:** Pursuant to the authority of Title 11-91-1, et seq., *Code of Alabama, 1975*, the City Manager, at any time during the term of this Employment Contract, or any extension thereof, shall have the right to defer a portion of his compensation utilizing a Non-Qualified Deferred Compensation Plan or other financial planning tool as requested by him.

6. CONFIRMATION AND RATIFICATION OF CONTRACT AS AMENDED: The City and City Manager further agree that any and all terms, provisions and conditions of the Employment Contract, dated May 31, 2013, as amended twice on May 29, 2015, that are not amended by this Third Addendum, are hereby ratified, approved and confirmed by the parties so that the same shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Vestavia Hills, Alabama has caused this Third Addendum to Employment Contract of City Manager to be executed by its duly authorized officers and its seal to be hereunder affixed; and Jeffrey D. Downes has hereunto set his hand and seal, all being done in duplicate originals with one (1) original being delivered to each party on this the _____ day of August, 2017.

CITY OF VESTAVIA HILLS, ALABAMA

By _____
Ashley C. Curry
Its Mayor

ATTESTED:

By _____
Rebecca Leavings
City Clerk

Jeffrey D. Downes

WITNESSED:

By _____

**STATE OF ALABAMA
JEFFERSON COUNTY**

ACKNOWLEDGMENT

I, the undersigned authority, a Notary Public, in and for said County, in said State, hereby certify that Ashley C. Curry, whose name as Mayor of the City of Vestavia Hills, Alabama is signed to the foregoing Third Addendum to Employment Contract for City Manager, and who is known to me, acknowledged before me on this day that being informed of the contents of the agreement, he in his capacity as such and with full authority, executed the same voluntarily for and as the act of said City of Vestavia Hills, Alabama on the day the same bears date.

Given under my hand and official seal, this the _____ day of August, 2017.

Notary Public

My Commission Expires:

SEAL

**STATE OF ALABAMA
JEFFERSON COUNTY**

GENERAL ACKNOWLEDGMENT

I, the undersigned authority, a Notary Public, in and for said County, in said State, hereby certify that Jeffrey D. Downes, whose name is signed to the foregoing Third Addendum to Employment Contract for City Manager and who is known to me, acknowledged before me on this day that being informed of the contents of the agreement, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the _____ day of August, 2017.

Notary Public

My Commission Expires:

SEAL