

AGENDA

Board of Mayor and Aldermen
August 22, 2023 Special Meeting @ 6:00 PM

- Call meeting to order.
- Determine quorum.
- Public Comment Period.

ORDER OF BUSINESS

1. Motion to Approve an Employment Agreement between the City of La Vergne and Christopher Moews.

ADJOURN

August 3, 2023

Hi Lisa,

Please publish the following notice in the legal section of **The Murfreesboro Post** on Tuesday, August 8, 2023. **PLEASE SEND ME AN AFFIDAVIT OF PUBLICATION.** Thank you.

NOTICE

The City of La Vergne Board of Mayor and Aldermen will hold a Special Meeting on Tuesday, August 22, 2023 at 6:00 p.m. at La Vergne City Hall, 5093 Murfreesboro Road, La Vergne, TN. The purpose of the Special Meeting is to consider the following item: 1.) Motion to Approve an Employment Agreement between the City of La Vergne and Christopher Moews. Individuals wishing to speak at a public meeting must sign up at least 15 minutes prior to the meeting start time and will be allowed up to three minutes to speak. The public comment period will not last longer than 30 minutes. This meeting is open to the public. All Citizens and News Media are invited to attend.

To Be Run: Tuesday, August 8, 2023.

Employment Agreement

This Agreement is dated _____, 2023 (the, "Effective Date"), and is between the City of La Vergne, a Tennessee municipal corporation ("City") and Christopher Moews, an individual ("Employee").

For and in consideration of the Employee's employment by City as its chief of police, Employee and City agree as follows:

Section 1: Term

This Agreement shall remain in full force in effect from the Effective Date until the termination of Employee's employment with City. Except as otherwise provided herein, Employee shall be considered an at-will employee of City, and his employment shall be governed by the City's employee policy (the, "Employee Handbook"). Nothing herein shall prevent, limit, or otherwise interfere with the right of City to terminate the employment of the Employee at any time, subject only to the provisions set forth in this Agreement.

Section 2: Duties and Authority

City employs Employee as its chief of police to perform the functions and duties of that position prescribed by law and as assigned by City from time to time.

Section 3: Compensation

City agrees to pay Employee an annual base salary of \$142,879.00, payable in installments pursuant to the Employee Handbook. This Agreement shall be automatically amended to reflect any salary adjustments provided or required by the City.

In addition, upon his execution of this Agreement, City shall pay Employee \$7,500 to cover the expense of his relocation to Tennessee.

Section 4: Health, Disability, Retirement, Life Insurance and Other Employee Benefits

City shall provide Employee the employee benefits required by the Employee Handbook, including those for health, disability, retirement, life insurance.

Section 5: Vacation, Sick, and Other Leave

As of the Effective Date, Employee shall have 80 hours of vacation time which he may use to the extent permitted by the Employee Handbook. He shall accrue up to 160 hours of vacation per calendar year, and thereafter he shall be eligible for any increase in the number of vacation hours he may accrue pursuant to the Employee Handbook. Employee shall accrue any other leave available to him pursuant to the Employee Handbook as provided in the Employee Handbook.

Section 6: Automobile

The Employee's duties will require exclusive use of a City vehicle. City agrees to provide a vehicle to Employee for use for business purposes and transportation to and from the Employee's residence as provided in the Employee Handbook.

Section 7: Residence

Employee must reside within a 25 mile radius of the corporate limits of the City for the duration of his employment by the City.

Section 8: General Business Expenses

- A. City agrees to budget for and to pay for professional dues and subscriptions of the Employee necessary for continuation and full participation in national, regional, state, and local associations, and organizations necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the City.
- B. City agrees to budget for and to pay for travel and necessary expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for City, including but not limited to such other national, regional, state, and local governmental groups and committees in which Employee serves as a member.
- C. City also agrees to budget for and to pay for travel and necessary expenses of Employee for short courses, institutes, and seminars that are beneficial for the Employee's professional development and for the good of the City.
- D. City recognizes that certain expenses of a non-personal but job related nature are incurred by Employee, and agrees to reimburse or to pay said general expenses. The finance director is authorized to disburse such moneys upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits.

Section 9: Termination of Employment

Either party may terminate the Employee's employment with the City at any time and for any reason.

Section 10: Severance

Termination for cause as used herein is defined as termination of the Employee's employment for violation of the Employee Handbook or for his breach of this Agreement. If Employee is terminated for cause, he will not be entitled to receive the severance benefit described below.

If the Employee is terminated without cause, the City shall pay Employee a severance payment equal to 6 month's salary at the Employee's then current rate of pay. This severance shall be paid in a lump sum unless otherwise agreed to by the City and the Employee. The Employee shall also be compensated, at the current rate of pay, for all accrued vacation time at the time of termination. For a minimum period of six months following termination, the City shall pay the cost to continue the health insurance, life insurance, short-term and long-term disability benefits for the employee and all dependents.

Section 11: Notices

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

(1) CITY: City of La Vergne
 Attn: City Administrator
 5093 Murfreesboro Road
 La Vergne, TN 37086

(2) EMPLOYEE: Christopher Moews

Section 12: General Provisions

- A. Integration. This Agreement sets forth and establishes the entire understanding between the City and the Employee relating to the employment of the Employee by the City. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this agreement during the life of the

agreement. Such amendments shall be incorporated and made a part of this agreement.

- B. Binding Effect. This Agreement shall be binding on the City and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.
- D. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

CITY - CITY OF LA VERGNE

Jason Cole, Mayor

Date

EMPLOYEE

Christopher Moews

Date

APPROVED AS TO FORM

Evan Cope, City Attorney

Date