

Town of Bowling Green
Town Council Meeting



Date: November 2, 2017
Agenda Item: IV (E) Town Manager
Contract Amendments

TYPE OF AGENDA ITEM:

- CONSENT AGENDA
- PRESENTATION
- ACTION ITEM
- TOWN MANAGER & STAFF COMMENTS
- PUBLIC HEARING
- Duly Advertised

PURPOSE OF ITEM:

- INFORMATION ONLY
- DISCUSSION ONLY
- DISCUSSION AND/OR DECISION
 - Introduction
 - Ordinance
 - By Motion
 - Certificate
 - Resolution
 - Grant/MOU
 - Bylaws

PRESENTER: Reese Peck

PRESENTER TITLE: Town Manager

AGENDA ITEM: IV (E) Town Manager Contract Amendments

BACKGROUND / SUMMARY:

Based upon the results of Mr. Peck's six month performance review, the Town offered to extend Mr. Peck's current contract to November of 2020, provide for performance bonuses, and to provide for work week flexibility.

ATTACHMENTS:

Proposed contract amendments

REQUESTED ACTION:

Approve attached contract amendments and authorize Mayor to sign on behalf of the Town.

FOR MORE INFORMATION, CONTACT:

Phone #: 804-633-6212

Email: Townmanager@townofbowlinggreen.com

Name:

Reese Peck

FOR USE DURING MEETING

Y	N		Y	N
<input type="checkbox"/>	<input type="checkbox"/>	Coleman	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	Davis	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	Gaines	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	Hauser	<input type="checkbox"/>	<input type="checkbox"/>

VOTE:

PASS

NOT PASSED

McDearmon
Wright
Gibson
Satterwhite

AMENDMENT TO EMPLOYMENT AGREEMENT FOR TOWN MANAGER

Town of Bowling Green, Virginia and A. Reese Peck

THIS AMENDMENT TO EMPLOYMENT AGREEMENT made and entered into this 2nd day of November, 2017 (this "Amendment"), by and between the TOWN OF BOWLING GREEN, VIRGINIA, a political subdivision of the Commonwealth of Virginia, acting by and through its TOWN COUNCIL, hereinafter referred to as "Employer" and, A. REESE PECK, hereinafter referred to as "Employee".

WITNESSETH:

WHEREAS, the Employer and the Employee entered into an Employment Agreement dated April 6, 2017 (the "Agreement") under the terms and conditions to all applicable provisions of the Code of Virginia (1950), as amended; the Charter and Code of the Town of Bowling Green, Virginia; policies adopted by Employer; and provisions of the Bowling Green Personnel Policies and Procedures Manual, relating to sick leave, retirement and life insurance contributions, holidays, and other fringe benefits not specifically addressed in this agreement.; and

WHEREAS, the Employer and the Employee desire to make certain changes to the Agreement as set forth herein;

NOW THEREFORE, in consideration of the premises, the benefits to the parties from entering into this Amendment, the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge parties hereto covenant and agree as follows.

1. The term of the agreement and this amendment are extended to November 13, 2020.
2. Section 4 of the agreement titled "Place of Employment" shall be amended and the following substituted in its entirety:

SECTION FOUR

Place of Employment

The duties and functions required of Employee under this Agreement shall be rendered at the Administrative Offices of the Town of Bowling Green and such other place or places as Employer shall in good faith require or as the interests and needs of the Employer shall require. For the normal work week (four weekdays) the Employees physical presence in Bowling Green is required.

3. Section 6 of the agreement titled "Salary" shall be amended and the following substituted in its entirety:

SECTION SIX

Compensation

- A. Employer shall pay Employee, and Employee shall accept from Employer, an annual salary of \$75,000 and payable in installments as provided for Town employees generally, and as may be adjusted from time to time at the discretion of Employer. Salary increases shall be dependent upon

the Employee's performance, as well as the financial status of the Town of Bowling Green.

- B. Employer shall pay the Employee performance bonuses semiannually on the first pay periods of April and October in the amount of \$2,500 unless withheld by an affirmative of the Town Council finding that performance standards had not been met in the preceding six months. The first such performance bonus shall be paid the Employee the first pay period of November 2017.

- 4. Section 8 of the agreement titled "Benefits" shall be amended and the following substituted in its entirety:

SECTION EIGHT

Benefits

- C. Recognizing that Employee must devote a great deal of time outside business hours, Employee will be allowed to take discretionary leave as approved, in advance, by the Mayor. Upon termination, Employee shall not be entitled to compensation for any accrued discretionary leave.
- D. Employer agrees to provide Employee Group Medical and Hospitalization insurance as generally available to Town employees and Employer will pay for 100% of the cost of the insurance for the Employee.
- E. Employer shall reimburse Employee for mileage at the current IRS rate in the event that Employee uses his personal vehicle for travel for business purposes for Employer. Additionally, Employee must present a valid driver's license, and he must consent to a check of his driving records with the State Division of Motor Vehicles. Employee shall be subject to random drug testing as required pursuant to the Personnel Policy. At all times that he operates the car related to his work with the Town of Bowling Green, he must possess a valid driver's license and his driving privileges and/or license must not be suspended or revoked.
- F. Employee begin employment with fourteen (14) days of annual leave and thereafter shall accrue vacation leave at the rate of seven (7) hours every two weeks and sick leave at a rate of six hours (6) hours every two weeks.
- G. Upon submission of appropriate receipts within sixty days of the date of the expense, Employee shall be reimbursed for the costs associated with relocating to the Town of Bowling Green or Caroline County up to \$1,500.
- H. Employer agrees to pay for the cost of a cell phone and the Employee's cell phone service, which shall include a data plan.

- 5. This Amendment shall be effective as of November 2, 2017.

6. This Amendment and the Agreement shall constitute the entire agreement between the Parties and may be amended only by written agreement signed by the Parties. Except as expressly set forth in this Amendment and the terms and provisions thereof shall remain unaltered and in full force and affect.

7. All issues concerning this Amendment and the Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Virginia without regard to its conflict of law provisions. The Employee consents to venue in the County of Caroline, Virginia, and consents to personal jurisdiction in Virginia for the

purposes of any action brought in connection with this agreement.

8. The invalidity of one or more of the phrases, sentences, clauses, or sections contained in this Amendment shall not affect the validity of the remainder of the Amendment so long as the material purposes of this Amendment can be determined and effectuated. Should any term, provision or other part of this Amendment be declared illegal or void, it shall be excised or modified to conform to the appropriate laws or regulations. Should any term, provision or other part of this Amendment be held to be inoperative, invalid or unenforceable, then such provision or portion thereof shall be reformed in accordance with applicable laws or regulations. In both cases of illegal and invalid provisions, the remainder of this Amendment and the Agreement shall not be affected but shall remain in full force and effect. This Amendment may be executed in two or more counterparts, each of which shall be deemed to be an original, and all of which together, shall constitute one and the same instrument.

9. Notices pursuant to this Amendment shall be given in the manner provided for in the Agreement.

IN WITNESS WHEREOF, the Town Council of Bowling Green, Virginia, has caused this Amendment to be signed and executed on its behalf by its Mayor and the Employee has signed and executed this Amendment as of the day, month and year first above written, the same having been duly approved and authorized by resolution of the Town Council, adopted on November 2, 2017.

_____ Date: _____
A. Reese Peck

_____ Date: _____
Mayor, Town of Bowling Green