

RESOLUTION NO. 85-120

RESOLUTION APPROVING EMPLOYMENT AGREEMENT WITH CITY MANAGER

RESOLVED, that the City Council of the City of Lodi does hereby approve the Employment Agreement with City Manager Thomas A. Peterson, dated September 4, 1985, a copy of which is attached hereto, shown as Exhibit "A" and thereby made a part hereof.

BE IT FURTHER RESOLVED, that the City Council of the City of Lodi does hereby authorize the Mayor and City Clerk to execute the subject agreement on behalf of the City.

Dated: September 4, 1985

I hereby certify that Resolution No. 85-120 was passed and adopted City Council of the City of Lodi in a Regular Meeting held September 4, 1985 by the following vote:

AYES: Council Members - Olson, Pinkerton, Reid, Snider,  
and Hinchman (Mayor)

NOES: Council Members - None

ABSENT: Council Members - None

ABSTAIN: Council Members - None

  
ALICE M. REIMCHE  
City Clerk

A G R E E M E N T

THIS AGREEMENT made and entered into this 4th day of September, 1985, by and between the CITY OF LODI, CALIFORNIA, a municipal corporation, hereinafter called "CITY", and THOMAS A. PETERSON, hereinafter called "EMPLOYEE", both of whom understand as follows:

W I T N E S S E T H:

WHEREAS, EMPLOYEE has been and is now engaged in the discharge of his duties as City Manager; and

WHEREAS, EMPLOYEE has the duty to exercise administrative supervision and control over all departments of CITY and to act as appointing authority of all department heads as provided in Title II, Section 2.12.060, subsections (B) and (C) of the City of Lodi Municipal Code; and

WHEREAS, EMPLOYEE has the duty and herein commits to devote his full time and energies in the best interest of CITY, and to act in accordance with the duties and responsibilities of the position of City Manager as set forth in Title 2, Chapter 2.12 of the Lodi Municipal Code; and

WHEREAS, it is the desire of CITY to (1) retain the services of EMPLOYEE and to provide inducement for him to remain in such employment; and (2) to make possible full work productivity by assuring EMPLOYEE'S morale and peace of mind with respect to future security; and (3) to provide a just means for terminating EMPLOYEE'S services at such time as he may be unable to discharge fully his duties due to age, disability, or because CITY otherwise desires to terminate his employ;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. General

City hereby agrees to continue to employ EMPLOYEE as City Manager of CITY to perform the functions and duties specified in Article II of the City of Lodi Municipal Code, and such other functions and duties as the City Council shall from time to time assign to him.

2. Base Compensation

CITY agrees to pay EMPLOYEE a base salary of \$56,232 per year, which sum may be adjusted from time to time by action of the City Council, payable in twenty-six (26) equal installments at the same time as other City employees are generally paid.

3. Deferred Compensation

In addition to said base compensation, CITY agrees to deposit annually an amount equal up to three (3) percent of EMPLOYEE'S base compensation in a deferred compensation plan approved by CITY on behalf of EMPLOYEE, provided an equal amount is deposited by EMPLOYEE.

4. Automobile

To assist and facilitate EMPLOYEE'S duties and responsibilities on behalf of CITY, CITY agrees to provide EMPLOYEE with an automobile of a type and style reasonably appropriate to EMPLOYEE'S office. All expenses for the purchase, lease, maintenance, insurance, fuel and the like shall be paid by CITY.

5. Dues, Subscriptions, Memberships

CITY shall pay such professional dues, subscriptions and memberships in such organizations necessary for EMPLOYEE to maintain professional relationships in appropriate national, regional, state and local associations and organizations necessary and desirable for his continued professional growth and advancement and benefit to CITY.

6. General Expenses

EMPLOYEE shall be permitted to attend conferences, seminars, and/or other such meetings, the reasonable cost of which shall be paid by CITY.

7. Vacation Leave

EMPLOYEE shall be granted paid vacation leave at the same rate of accumulation granted all other City employees. Upon termination or resignation of employment, EMPLOYEE or those entitled to his estate, shall receive a lump sum payment for unused or accumulated vacation time to his credit at his payrate as of the date of termination.

8. Sick Leave

EMPLOYEE shall be granted sick leave at the same rate of accumulation granted all other City employees, except that EMPLOYEE shall be credited with 12 days sick leave effective April 1, 1985. EMPLOYEE shall earn no additional sick leave for the following twelve (12) months, after which EMPLOYEE shall earn sick leave at the same rate of accumulation granted all other City employees.

9. Administrative Leave

CITY agrees to grant EMPLOYEE eighty (80) hours of administrative leave per calendar year, forty (40) hours of which may be taken in pay.

10. Holidays

EMPLOYEE shall receive the same number of paid holidays granted all other City employees.

11. Retirement

CITY is a full member of the Public Employees Retirement System (PERS) to which CITY agrees to contribute to EMPLOYEE'S retirement account the total amount required by it and EMPLOYEE'S contribution of seven (7) percent to the membership contract with PERS for each pay period.

12. Health Insurance

CITY agrees to provide EMPLOYEE and his dependents with medical, dental, vision, and long term disability insurance at no premium cost to EMPLOYEE. The amount of any deductible or co-insurance under CITY'S insurance plan shall be paid by EMPLOYEE.

13. Severance Pay

In the event EMPLOYEE is terminated by City Council during such time that EMPLOYEE is willing and able to perform the functions and duties of City Manager, then, in that event, CITY agrees to pay EMPLOYEE a lump sum cash payment equal to six (6) months' aggregate salary. However, if EMPLOYEE is terminated because of his conviction of any illegal act involving personal gain to him, then, in that event, CITY shall have no obligation to pay the aggregate severance sum provided in this section.

14. Employment Term

- a. EMPLOYEE shall serve as an "at pleasure" appointee of the City Council.
- b. Nothing in this agreement shall prevent, limit or otherwise interfere with the rights of the City Council to terminate the services of EMPLOYEE.
- c. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of EMPLOYEE to resign at any time from his position of City Manager, subject only to the provisions set forth in Section 15 hereof.

15. Resignation

In the event EMPLOYEE terminates this agreement by voluntary resignation of his position with CITY, EMPLOYEE shall not be entitled to severance pay otherwise provided in Section 13 herein. In the event EMPLOYEE voluntarily resigns his position with CITY, he shall give CITY at least forty-five days advance written notice. He shall be entitled to all earned salary and in-lieu vacation leave.

16. Other Terms and Conditions

All provisions of the City of Lodi Municipal Code, official policies and regulations and rules of CITY relating to vacation, retirement system contributions, holidays and other fringe benefits and working conditions as they now exist or hereafter may be amended, also shall apply to EMPLOYEE as they would to other management employees of CITY in addition to said benefits set out herein.

17. Severability

If any provision, or any portion of any provision hereof, is held to be unconstitutional, invalid, or unenforceable, the remainder of this agreement, or portion hereof, shall be deemed severable and shall not be affected, but shall remain in full force and effect.

18. Execution

IN WITNESS WHEREOF, the City Council of the City of Lodi has caused this agreement to be signed and executed in its behalf by the Mayor, and EMPLOYEE has signed and executed this agreement as of the day and year first above written.

EMPLOYEE

CITY

By: Josh. A. Peterson  
City Manager

By: David Johnson  
Mayor

ATTEST: Maria M. Bunch  
City Clerk

APPROVED AS TO FORM:

Paul Ste  
City Attorney