

TOWN OF PINETOP-LAKESIDE

RESOLUTION NO. 19-1519

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF PINETOP-LAKESIDE, ARIZONA, APPROVING THE RENEWAL OF TOWN MANAGER'S EMPLOYMENT AGREEMENT FOR A THREE (3) YEAR PERIOD.

WHEREAS, the Town and Keith W. Johnson previously entered into an Employment Agreement for a three-year period expiring July 13, 2019 (the "Former Employment Agreement").

WHEREAS, the Town and Keith W. Johnson desire to extend the term of the Employment Agreement for an additional three (3) year period.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Town Council of the Town of Pinetop-Lakeside, Arizona, hereby approve the new employment agreement (the "New Employment Agreement") as follows:

- 1) Section 1: TERM is amended as follows:
The term of this new agreement shall be for three (3) year period effective July 13, 2019 and expiring July 12, 2022.
- 2) Section 3: COMPENSATION is hereby updated as follows:
The Employer agrees to pay Employee an annual base salary of Ninety-Five Thousand Seven Hundred and Ninety Dollars (\$95,790.00) for the first year of the Employment Term. The Employer agrees to pay the Employee in equal installments on a bi-weekly basis during the term of this Agreement. Such amount shall be subject to a three percent (3%) positive adjustment on or before each anniversary of the Commencement Date if warranted as determined by the Annual Performance Evaluation required by Section 4 of the New Employment Agreement.
- 3) Section 5: AUTOMOBILE ALLOWANCE is hereby amended as follows:
Town agrees to furnish to Manager an automobile allowance in the sum of Five Hundred Dollars (\$500) per month for all of Manager's Town-related business travel within the State of Arizona. Such amount shall be used by Manager to purchase or lease a vehicle for the Manager's Town-related business travel. The Manager shall be responsible for purchasing liability and property insurance for Manager's vehicle provided under Section 5, of the New Employment Agreement, with liability limits of at least \$300,000/\$500,000 or a \$500,000 single limit at all times during Manager's employment with Town. This vehicle liability insurance policy shall name the Town as an additional insured.

- 4) Section 13: SEVERANCE (13)(A) is hereby amended as follows:
A. If Manager is terminated “without cause” at a time Manager is willing and able to perform his duties under this Agreement, then Town agrees to pay Manager a lump sum cash payment equal to six (6) months’ base salary at the then current rate of pay (the “**Severance Pay**”) plus accrued benefits to include all accrued vacation leave, paid holidays, and leave. Manager shall also be entitled to receive payment for sick leave as set forth in Section 903 of the Town’s Employee Manual.

All other provisions of the Former Employment Agreement shall remain as agreed upon on July 7, 2016, unless expressly revised or addressed hereinafter. Any inconsistencies between the New Employment Agreement and the Former Employment Agreement shall be controlled by the provisions of the New Employment Agreement.

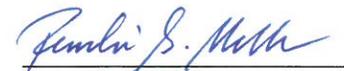
PASSED AND ADOPTED by a majority vote of the Mayor and Town Council of the Town of Pinetop-Lakeside in an open meeting on this 15th day of August, 2019.

TOWN OF PINETOP-LAKESIDE



Stephanie Irwin
Mayor

ATTEST:


Remilie S. Miller, MMC
Town Clerk



APPROVED AS TO FORM:



William J. Sims, III
Town Attorney