

**Millersville Board of Commissioners
Special Call Meeting
AGENDA
Monday, June 2nd, 2025, at 5:30 PM
At Millersville City Hall**

- 1. Call to Order**
- 2. Invocation and Pledge of Allegiance**
- 3. Citizens' Comments, Comment Sign-up Sheet Available to Sign Before Meeting**
- 4. Approve Employee Agreement for the New Permanent City Manager**
- 5. City Manager's Comments**
- 6. Commissioners' Comments**
- 7. Adjournment**

EMPLOYMENT AGREEMENT (City Manager)

THIS AGREEMENT is made and entered into between the CITY OF MILLERSVILLE, TENNESSEE ("Employer" or "City"), acting through its City Commission ("Commission"), and Michael Housewright ("Employee"), to be effective **July 1, 2025** ("Effective Date"), regardless of the actual date of execution.

R E C I T A L S

A. The Employer is a Tennessee municipal corporation and is desirous of appointing the Employee to serve as City Manager pursuant to Section 6-21-101 of the Millersville City Charter.

B. The Employee is a person with the necessary education, background, and experience to provide services to the Employer as the City Manager.

C. Employee has previously served as City Manager for an initial four-year term with another Tennessee municipal corporation extending from November 2017 through April 2022.

D. The Employee is willing to be employed by the Employer in such capacity as a City Manager on and after **July 1, 2025**, for a **two-year** term, and Employer is willing to employ Employee, on the terms, covenants, and conditions set forth in this Agreement.

For the reasons set forth above, and in consideration of the mutual promises set forth in this Agreement, Employer and Employee agree as follows:

SECTION ONE Employment

A. Employer hereby agrees to employ the Employee as the City Manager and Employee hereby accepts and agrees to such employment, subject to the general supervision and pursuant to the orders, advice, and direction of Employer, subject to the terms of this Agreement.

B. Employee's employment as City Manager under this Agreement shall continue after **July 1, 2025** as set forth below. Employee shall perform all duties required of the City Manager by the Millersville City Charter, Tennessee state law, the Millersville Municipal Code, the Millersville Personnel Policy and Procedures Manual (Ordinance 22-788), any other applicable ordinances, and the City Commission. Such duties generally include the administration and/or supervision of the City's operations and business, including land use, annexation, financial, personnel, law enforcement, fire department, public works, recreation, utilities, and other matters necessary to operate the City's business on a day-to-day basis and are set forth more specifically in Section Two of this Agreement. Employee shall continue to work

directly under and pursuant to the direction of the City Commission, and will be chief supervisory and administrative officer over all departments of the City.

C. Employee shall continue to perform such other duties as are customarily performed by a City Manager and shall also additionally render such other services and duties as may be assigned to him or her from time to time by the Employer.

SECTION TWO

Duties

Except as otherwise specifically provided by law or ordinance, the Employee shall continue to have the following specific duties, functions and powers:

A. Those duties enumerated in Section 6-21 of the Millersville Municipal City Charter.

B. Efficient day-to-day administration and operation of the City, including supervision of and control over all City departments.

C. Appointment, supervision and removal of all City employees (with the exception of department heads) in accordance with Millersville Personnel Policy and Procedures Manual. Such supervisory authority shall include evaluation of the performance of all department heads on an annual basis and review and approval of the evaluations of all other City employees.

D. Sound financial operation of the City, and the preparation and presentation to the City Commission of an annual budget, as well as the provision of regular updates to the Commission as to the financial condition of the City.

E. Development and maintenance of good relationships with other municipalities, counties, state, and other governmental boards and commissions, and with local businesses, educational institutions and non-profit organizations.

F. Acting as spokesperson for the City's positions and policies to media representatives, elected officials and the public at large.

G. Purchasing materials and recommending authorization of expenditures.

H. Enforcing all terms and conditions imposed in favor of the City or its inhabitants in the City Charter, any ordinances, contracts or public utility franchises, and upon knowledge of any violation thereof, reporting same to the City Commission for such action and proceedings as may be necessary to enforce the same.

- I. Attending City Commission meetings and participating in discussions with the Commission in an advisory capacity.
- J. Performing all other duties designated by the City Commission.

SECTION THREE

Best Efforts of Employee and Work Schedule

A. Employee agrees that he or she will, at all times, faithfully, industriously, and to the best of his or her ability, experience, and talents, perform all of the duties that may be required of him or her pursuant to the express and implicit terms of this Agreement, to generally perform his or her duties to the reasonable satisfaction of Employer. Such duties shall be rendered at such place or places as Employer shall in good faith require or as the interest, needs, business, or opportunity of Employer shall require.

B. It is recognized that the City Manager must devote a great deal of time outside normal business hours to City matters and will necessarily be engaged in work during certain evening and weekend hours. As the City's chief administrative officer, Employee shall arrange and organize his or her work schedule to best achieve his or her duties and responsibilities.

C. Except as provided herein concerning vacations, disability and Employee's attendance at professional conferences, Employee shall work a minimum of forty (40) hours per week. The parties acknowledge and agree that the provisions of the Fair Labor Standards Act relating to overtime compensation do not apply to overtime worked by the Employee.

D. During the term of this Agreement, Employee shall devote substantially all of his or her time, attention, knowledge, and skills to the business and interest of Employer, and Employer shall be entitled to all of the benefits arising from or incident to such work, services, and advice of Employee. Employee shall not maintain outside employment, provided that Employee may engage in limited outside speaking or teaching opportunities upon prior notice to and approval by the City Commission, but only to the extent that such does not conflict with Employee's duties hereunder nor present a direct or indirect conflict of interest with other City business.

SECTION FOUR

Term of Employment

A. Employee's term of employment pursuant to this Agreement shall extend from **July 1, 2025** through **June 30, 2027**, unless sooner terminated in accordance with the terms and provisions contained herein.

B. Nothing contained in this Agreement shall be construed to prevent, limit, or otherwise interfere with the right of the City Commission to terminate the services of the Employee at any time, for any reason, subject to the terms and provisions of this Agreement. In the event of any inconsistency or conflict between the provisions of this Agreement and the Millersville City Charter, as it now exists or may be amended, the provisions of this Agreement shall be controlling.

SECTION FIVE

Termination, Resignation and Severance Pay

A. The Employee shall be considered an Employee "at will" while serving as City Manager and shall serve at the will of the City Commission.

1. Despite being "at will", the Employee may not be terminated without cause by the City Commission within the first 12 months of employment except for incompetence, malfeasance, misfeasance, or neglect of duty according the Section 6-21-101 (b) (1) of the Millersville City Charter.
2. After the initial 12 months of employment, the Employee may be terminated at any time for any reason by majority vote of the Board of Trustees, with or without cause, with thirty (30) days' written notice to Employee or such other lesser amount of notice as may be mutually agreed upon.

B. Employee may likewise resign from his or her employment at any time for any reason whatsoever without penalty of any kind and without being liable to Employer for damages of any kind, provided that Employee shall provide sixty (60) days written notice or such lesser amount of notice as may be mutually agreed upon. Employee shall not be entitled to severance pay in the event of a voluntary resignation.

C. In the event that Employee is terminated by Employer for cause, Employee shall not be entitled to severance pay. For the purpose of this Agreement, termination "for cause" shall include, but shall not be limited to:

1. Employee's conviction of a felony or crime involving moral turpitude or discrimination under any federal, state, or local law.
2. Gross dereliction or habitual neglect of duties.
3. Willful breach of a material provision of this Agreement.
4. Intentional dishonesty in the performance of the Employee's duties.

D. Except as otherwise set forth below in this paragraph, in the event that the Employee is terminated for any other reason than for cause as outlined in the preceding subparagraph (C) the Employer agrees to pay the Employee as severance pay and liquidated damages and in full settlement, satisfaction and release of any and all claims by the Employee a sum equal to the balance of base salary that would have been owed to the Employee if the employment relationship continued for the next six (6) months following termination plus the cost of the Employee's health insurance for such six (6) month period, and the value of any unused vacation or sick leave days ("Severance Amount"), provided that health care benefits shall extend only until Employee finds replacement employment that provides health coverage. Employee may by written notice to the City direct that the applicable Severance Amount be paid and payable in a manner directed by the Employee, provided that the total Severance Amount must be paid and payable on or before the first anniversary of the termination date and there shall be no limitations on the City making all deductions and withholdings required by law. This severance pay provision shall apply for so long as Employee is employed by the City.

SECTION SIX

Compensation and Benefits

Effective **July 1, 2025**, Employer shall pay Employee, and Employee shall accept from Employer, during the term hereof, in full payment for Employee's services under this Agreement, compensation at the rate of \$110,000 per year, payable bi-weekly according to the normal payroll schedule of the Employer. Taxes, social security, and other required or optional withholdings shall be made by the Employer as to all compensation paid. Employee shall be covered by Employer's worker's compensation insurance. All revenue, documents, or other work products generated through the efforts and work of the Employee shall be the sole property of the Employer. Said salary shall be subject to periodic increase in the discretion of the City Commission. Compensation increases will be determined based upon annual performance evaluations with metrics established by the City Commission as well as availability of revenue for compensation increases to other City employees.

Employer shall provide the Employee with retirement benefits according to the City's retirement plan. All such retirement benefits shall immediately vest upon contribution by the City. The Employee shall be entitled to sick leave, and health, dental and other insurance benefits offered by the City to other employees as set forth in the Millersville Personnel and Policy Manual. In addition, Employee shall be entitled to twenty-one (21) vacation business days per year, available on the first day of employment, provided, however, that any vacation in excess of seven (7) consecutive business days shall be scheduled with the approval of the City Commission whose approval shall not be unreasonably withheld.

In addition to the foregoing, Employee shall also be eligible to participate in any enhanced retirement benefit programs offered by the City to other employees and shall be eligible to receive any City matching retirement benefits offered to other employees provided that Employee contributes a matching amount to the retirement program in the same manner as other City employees.

Throughout the term of this Agreement, Employer will also provide the Employee with exclusive use of a City-owned vehicle for official use. The City shall be responsible for all expenses associated with the maintenance, insurance, fuel, and operation of the vehicle. The vehicle shall be used in accordance with City policy and all applicable laws and ordinances. The Employer will also provide the Employee with a cell phone and laptop for City business use.

SECTION SEVEN

General Expenses

The Employer agrees to reimburse Employee for all approved non-personal job-affiliated expenses that are incurred in the performance of the duties of City Manager. Employee shall provide documentation of expenses prior to any reimbursement, and shall seek prior approval from the City Commission for any expense over three hundred dollars (\$300.00), provided that such approval shall not be unreasonably withheld.

SECTION EIGHT

Employee's Ability to Contract for Employer

In accordance with the City's Charter, Employee shall not have the right to make any contracts or commitments for or on behalf of Employer without first obtaining authorization from the City Commission, with the exception of basic purchasing within budgetary limitations (see Section 6-21-108 (9)). Any contracts prepared or recommended by the Employee shall be subject to acceptance or approval by the Employer.

SECTION NINE

Performance Evaluations

The City Commission shall conduct performance reviews of the Employee each year that this Agreement is in effect. The first performance review will take place after the first 180 days of employment, after the City Commission has established agreed upon metrics upon which to rate and measure the Employee. Annual performance reviews will occur thereafter, beginning at the first 12 months of employment. The method of evaluation shall be determined by the City Commission. Like the evaluations of other City employees, these evaluations are intended to provide the Employee with an opportunity to meet with their supervisor, in this case, the City Commission, to discuss his or her job performance, areas of strength and weakness, and direction for improvement of performance. The City Commission may determine to approve or withhold salary adjustments or performance bonuses at the time of any review at its sole discretion.

SECTION TEN

Professional Development

Employer agrees to budget, and pay the professional dues, subscription and expenses of Employee necessary for his or her continuation and participation in the ICMA and TCMA (Tennessee City Management Association) as part of the annual "Training" budget. During the first two years of employment, Employer also agrees to provide Employee with such other

reasonable professional development opportunities and resources as may be helpful toward the Employee coming up to speed on the issues and expertise needed for a city manager to be successful.

SECTION ELEVEN

Other Requirements

The Employee specifically acknowledges and agrees that this Agreement shall be subject to the terms concerning oaths of office and bonding requirements, Section 6-21-104 and 6-21-105 of the Millersville City Charter and state laws.

SECTION TWELVE

Termination for Disability

If Employee is permanently disabled or is otherwise unable to perform his or her duties because of sickness, accident, injury, mental incapacity or health for a period of four (4) successive weeks beyond any accrued sick leave, or for twenty (20) working days over a thirty (30) working day period, Employer shall have the option to terminate this Agreement, without being subject to payment of severance pay beyond the date of termination. However, Employee shall be compensated for any accrued sick leave, vacation, holidays, and other accrued benefits. If the Employer elects to terminate this Agreement in the event of Employee's disability, the Employer shall give notice thereof to Employee by certified mail. On the giving of such notice, this Agreement shall cease on the last day of the month in which the notice is so mailed, with the same force and effect as if such last day of the month were the date originally set forth in this Agreement as the termination date of this Agreement.

As used herein, the term "permanently disabled or otherwise unable to perform his or her duties" shall be defined as: (1) Employee is receiving permanent disability payments pursuant to any disability program; or (2) Employee's physician certifies that he or she is permanently unable to perform his or her duties (in the event that Employee does not timely consult his or her physician, the City may require such examination by a qualified physician).

SECTION THIRTEEN

Agreements Outside of Contract

In the event of any inconsistency between the provisions of this Agreement and the Millersville City Charter, the provisions of this Agreement shall control. This Agreement contains the complete agreement concerning the employment arrangement between the parties and shall, as of the Effective Date, supersede all other agreements between the parties. The parties stipulate that neither has made any representation with respect to the subject matter of this Agreement or any representations, including the execution and delivery of this Agreement, except such representations as are specifically set forth in this Agreement and each of the parties acknowledge that he or she has relied on their own judgment in entering into this Agreement. The parties further acknowledge that any representations that may have been made by either of them to the other prior to the date of executing this Agreement are of no effect and that neither has relied thereon in connection with his or her or their dealings with the other.

SECTION FOURTEEN
Limitation for Annual Appropriation

All of the obligations of the Employer hereunder are expressly conditioned upon sufficient funds being appropriated, budgeted, or otherwise made available to the Employer pursuant to the provisions of TCA § 29-1-110. In the event that such funds are not appropriated, budgeted or otherwise made available to the Employer, the Employer may terminate this Agreement without penalty or other obligations to the Employee, except that the Employer shall pay the Employee severance pay pursuant to Section Five of this Agreement at the end of the last fiscal year for which funds were budgeted and appropriated for payment of the financial obligations of the Employer hereunder and such termination shall be deemed to be without cause. The parties intend and agree that by virtue of this paragraph, this Agreement shall not be considered to be a "multiple-fiscal year" debt within the meaning of Article II, Section 24, of the Tennessee Constitution.

SECTION FIFTEEN
Miscellaneous

A. Any notice required or permitted under this Agreement shall be deemed duly given if personally delivered to the other party or if mailed by certified mail, sufficient postage prepaid, and properly addressed to the respective party to whom such notice relates at the following address:

IF TO EMPLOYER: City of Millersville
1246 Louisville Highway
Millersville, TN 37072

IF TO EMPLOYEE: Michael Housewright
515 Madison Street 257
Nashville, TN 37208

B. No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by Employee and Employer with the same formalities as this Agreement. A waiver of any of the terms and conditions hereof by Employer shall be done only in writing for good cause listing specifically the reasons therefor, and shall not be construed as a general waiver by Employer of such terms and conditions.

C. This Agreement shall be interpreted, construed, and governed according to the laws of the State of Tennessee. In the event a disagreement between the parties concerning any of the terms and conditions of this Agreement arises which cannot be resolved by the parties themselves, the parties agree that the Circuit Court of Sumner County, Tennessee, shall be the proper forum for resolution of such disagreement. This Agreement shall not be construed for or

against one of the parties by virtue of one party having been more involved in the drafting of this Agreement. The prevailing party in any litigation arising out of this Agreement shall be entitled to an award of reasonable attorneys' fees and costs.

D. This Agreement constitutes the sole and complete agreement and understanding of the parties hereto with respect to the subject matters covered hereby. This Agreement shall inure to the benefit of Employer's successors and assigns. This Agreement is a personal service contract with respect to Employee and may not be assigned by Employee, nor may Employee delegate to any other person or entity the performance of any of the duties and services required of him or her hereunder.

E. The provisions of this Agreement that apply following termination shall survive termination hereof.

IN WITNESS WHEREOF, the Employer has caused this Agreement to be signed by its duly authorized officer and its seal to be affixed hereto, and the Employee has executed this Agreement, to be effective as of the Effective Date first written above.

EMPLOYER The City of Millersville, Tennessee a Tennessee municipal corporation By: _____ Lincoln Atwood, Mayor (date) ATTEST: By: _____ Judy Florendo, City Recorder (date)	EMPLOYEE By: _____ Michael Housewright (date) Address: _____ _____ _____
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