

**Millersville Board of Commissioners
Regular Commission Meeting
AGENDA
For Tuesday, November 19, 2024, at 6:00 P.M.
At Millersville City Hall**

- 1. Call to Order.**
- 2. Invocation and Pledge of Allegiance**
- 3. Approval of Minutes for October 15, 2024, Regular Commission Meeting**
- 4. Budget Resolution**
- 5. Interfund Tax Anticipation Note Resolution**
- 6. Vote on Employment Agreements**
- 7. Citizens' Comments**
- 8. City Attorney's Comments**
- 9. City Manager's Comments**
- 10. Commissioners' Comments**
- 11. Adjournment**

Millersville Board of Commissioners
Regular Commission Meeting
MINUTES
For
Tuesday, October 15, 2024, at 6:00 PM
Millersville City Hall

The Regular Board of Commissioners meeting for October was held on October 15, 2024, at Millersville City Hall at 6:00 PM.

In attendance were:

Tommy Long, Mayor; Milton Dorris, Vice Mayor; David Gregory, Commissioner; Cristina Templet, Commissioner; Alisa Huling, Commissioner; Bryan Morris, Interim City Manager; Bryant Kroll, Millersville City Attorney; and Judy Florendo, City Recorder.

1. Call to Order.

The meeting was called to order at 6:00 P.M.

2. Invocation and Pledge of Allegiance.

The invocation was given by George Jankowski and was followed by the Pledge of Allegiance.

3. Approval of Minutes for September 17, 2024, Regular Commission Meeting.

Mayor Tommy Long asked if there was a motion for approval of minutes for the September 17th Regular Commission Meeting. **Commissioner Huling** made a motion to approve the minutes, and it was seconded by **Commissioner Gregory**. **Mayor Long** asked if there were any discussions. There were none. **Mayor Long** asked if there were any discussions. There were none. **Mayor Long** asked for all in favor to say "Aye". **The "ayes" were unanimous, being there were no objections. The motion carried by a unanimous vote.**

4. Vote to approve the contract with GNRC to perform all planning and zoning functions for the city of Millersville, TN.

Mayor Long asked if there was a motion to approve the contract with GNRC to perform all planning and zoning functions for the city of Millersville. **Commissioner Huling** made a motion to approve the contract with GNRC, and it was seconded by **Commissioner Gregory**. **Mayor Long** asked if there were any discussions.

Commissioner Gregory asked if GNRC was going to be controlling our planning and zoning, and will they have a permit technician?

ICM Bryan Morris said that they do but he thinks we're going to keep it in-house.

Commissioner Gregory asked **ICM Morris** what he meant by "in-house".

ICM Morris said he thinks we can do the permits.

Commissioner Gregory asked, "Who's we?"

ICM Morris said "the city" - then he further explained we will have somebody (in-house) issuing the actual permits.

Commissioner Gregory asked if there would be somebody here daily.

ICM Morris said yes in answer to his question.

Commissioner Gregory said, "Good. We have to have that. Thank you."

Commissioner Templet said she was surprised they didn't see a contract.

ICM Morris said that he hadn't gotten anything from them (GNRC) until he can get approval, but he does have a price which is \$15,000; and for that price it's pretty much like Pieri's contract was - they will come a couple of days a week; they will come to all the planning and zoning meetings; they will come to all the work sessions.

Commissioner Templet said her only real comment was that she is struggling approving something - a contract in specific - that she hasn't read; she is unable to approve something she hasn't seen. She said she hasn't seen a financial all year; there's been one approved and it was at a meeting when she was gone. She said we still don't have a financial and she doesn't know why we keep approving money when they, the board, haven't seen any financials - so that was a big "no" for her even though she does agree we need somebody here doing this stuff. She said she is comfortable approving 1) a contract she hasn't seen, and 2) approving money. She said they haven't seen an actual financial in months, and that is where she stands on that.

Mayor Long asked if there were any more discussions; being none, he called for a roll call vote.

Commissioners Gregory, Dorris, and Mayor Long voted "aye"; **commissioners Templet and Huling** vote "no". The motion carried with 3 "ayes" and 2 "no's".

5. Citizens' Comments.

Lincoln Atwood introduced himself and said he was there on behalf of the Millersville Lions Club to invite the board and all of our residents to come out to the Millersville Community Center on the fourth Monday of every month where they have their Millersville Lions Club meeting at 6:00 PM. He said that it is a service organization within the city that is here to help the residents and they would like to grow their membership and be of more service to the community than they already are. He ended with "thank you and come on out."

Dustin Darnall said he was a little confused and found it mind boggling that we just approved a contract with GNRC when we don't have a contract. He said that was extremely irresponsible and that, while he agrees we need that contract, what keeps them from writing that for a million dollars?

Commissioner Huling responded, "We did not approve that."

Commissioner Templet said, "Yeah we did." She said three commissioners up there had voted...

Mr. Darnall said this was his time, so he was going to continue. He said this was the last scheduled meeting of this commission; the next regular scheduled meeting there will be three new commissioners. He said on the 4th of this month, the city received a letter from the comptroller's office highlighting several deficiencies in our budget. They gave 45 days to correct that; that 45-day clock ends after the election and the day before the new commissioners are sworn in. This lies solely on their (the commissioners') shoulders to fix. He said he looks forward to the special called meetings so that this can be done in the public. He said he wanted to remind them at court Chancellor Oliver had admonished them to have no further open meetings violation issues and that it was not good for the city to go through additional court hearings like that. He concluded by asking them to please solve the budget for the sake of the city.

Jesse Powell said he just wanted to reiterate what Dustin was saying, but since they were in the middle of a commission meeting, he would like some clarification on where we're at with the budget process and rectifying the issues with the comptroller considering it was 11 days ago that we got notified. He said he was wondering if there is the intent to call any special called meetings to get approval and actually vote on changes to that budget.

6. **City Attorney Comments**

City Attorney Bryant Kroll said when the commission votes to approve a contract, what they are really voting on is the appropriation of money in excess of \$10,000. So, the idea of it being for a billion, they couldn't just write that in because the city manager has to sign off on it. The appropriation only goes so far as what's approved. There are a lot of common concerns about the budget. These letters (from the Comptroller's office as referred to above) happen all the time. He has seen similar letters looking through the old city manager emails from the Comptroller in the past; so this is nothing to be worried about. He pointed out that TCA Section 6-56-210, Carry Over of Appropriations: "If for any reason a budget ordinance is not adopted prior to the beginning of the next fiscal year, the appropriations for the last fiscal year shall become the appropriations for the next fiscal year until the adoption of the new budget ordinance." So the last budget rules until we change it. That's it. So we've got a budget, no worries.

7. City Manager Comments

ICM Bryan Morris said he had a lot to say, but you (referring to **Commissioner Templet**) keep talking about the financials you're not getting or the ones that aren't correct, and you've been told many times that you approved financials just like the ones we gave you.

Commissioner Templet interjected, "That's not true, but go ahead."

ICM Morris said he actually had the proof right there, from 2023.

Commissioner Templet asked how does that dismiss the fact they weren't getting financials anymore.

ICM Morris said because they were not approving them, so why give them to her.

Commissioner Templet said it was not just for her, it was for community...

ICM Morris said it was his time. He went on to say, "From August 15, 2023 (minutes) re: the July 2023 financial report, **Commissioner Gregory** made the motion to approve and you (**Commissioner Templet**) seconded it. There were 4 votes 'yes' and none for 'no'." He said those were the financials and they were just like the ones they had looked at and there were zeros on all of them.

Commissioner Templet said she was sure there are some zeros...

ICM Morris responded, "No, there are zeros on all of them..."

Commissioner Templet said she was not disputing that there's never a zero anywhere.

ICM Morris asked if she would like to look at the report.

Commissioner Templet said, "sure".

ICM Morris handed **Commissioner Templet** the report and said, "Here, just like the ones you won't approve."

Commissioner Templet asked how does that excuse, even if that's the case...

ICM Morris said, "That tells me you didn't look at them or you didn't care – one of the two."

Commissioner Templet said, "So what is your point? Are you trying to say that...we shouldn't be getting financials as a community?"

ICM Morris responded, "No, as a community...we know that something is wrong now and it's been wrong for a long time and we're trying to fix it...but it's you dragging us through the mud and saying it's our fault."

Commissioner Templet said it was his fault if he's the city manager and isn't bringing financials.

ICM Morris asked who's fault is that (pointing to the report he gave to **Commissioner Templet**). He said look through what you have and tell me whose fault that is.

Commissioner Templet said to compare them, to bring her month for month.

ICM Morris said she had seen the months she wouldn't approve, and she didn't approve them for that reason...he said "You're making us pay for mistakes the prior people did that we're trying to fix."

Commissioner Templet “No, I’m not. A financial is a financial. You can bring this and you can make an excuse of why...”

ICM Morris said he was not making an excuse.

(Heated discussion continued briefly without resolution).

8. Commissioners’ Comments

Commissioner Gregory said he owed an explanation on how he voted on the GNRC (agenda item). He said he knows the people and that he’s met with them several times over the years; even when Scott Avery (former CM) was there, he met with them privately and in groups. He said our city needs this (their services) even without a contract; he doesn’t “agree with how it’s went”, but he’s very concerned about the growth of this city – people wanting to come in here and get permits, and there’s people that own property here and that live here and can’t add or do anything to their property. There’s no one here who can answer the phone; nobody here that can help them, and he believes GNRC can do that. One month from the night of that (commissioners’) meeting, there will be new commissioners, and they can change this any way they want to. He said he thinks it’s good that we have this (GNRC) for one month – somebody that people can call and talk to about their business in the city and about their growth in the city, and also our growth in the city.

Commissioner Templet said she is concerned about the financials; regardless of what Brian (**ICM Morris**) is saying, they should be receiving financials monthly. She said they don’t even know what the terms and conditions are on the GNRC contract. She said she thinks they are a great group, and she has no problem with them, but it’s irresponsible to vote on something they haven’t seen. She said they had not seen the budget and they don’t have financials; that to approve a contract, they need to see the amount in the contract and read all the terms of the contract, that is the responsible thing to do; to know that they have an “out”, what their options are, what the responsibilities and the deliverables are. She said she does think it’s responsible, as a board, to approve a contract they have not seen. She said to vote for people who know what they’re doing.

Commissioner Huling said she agrees GNRC would be a great company for us to have here and she has no problem with them at all. She said Chief (**ICM Morris**) did say that he has someone here to have the permits issued on a daily basis; but the only issue she does have with it is not actually seeing a contract. That is why she voted as she did. She hopes this can be brought back to the board soon.

As far as the letter from the Comptroller, they received it on October 4th and by 9:15 AM she was receiving an email from Dustin Darnall regarding his feelings and how he

could help us here. She said, but if we read (the letter) closely, this is under control and there is not an issue here. She said these types of letters have been sent to the City of Millersville before when budgets have been turned in and this is not the first time. She said this is not something to over-react about and it can be worked through. The budget is not in a crisis situation; if people come and attend the board meetings, they would know what they're talking about altogether.

She said she is very thankful they are moving forward with the MS4 and Stormwater program. She said they spoke there at a work session last week and they are helping us get into compliance. As we've talked before, receiving the ARPA grant money, the \$551,000 is going toward paying that; it is not coming out of our budget; so we will get in compliance with the ARPA money. She said that is something that has been mandated because if we look back, we have not been in compliance nor have we used our resources to get there. That is stated in a letter OHM has written to say they've not been following or helping us follow our compliance here. They've been turned down for several years in that they've been put on hold. She said she doesn't know if that was because of a money expense or what, but nevertheless, we've been in dire straits with this, and we have been fined. Our citizens have been paying a lot of extra money due to mismanagement on that and she is very thankful to get that back under control. She is excited to find out, after having talked with them, they're expanding the water from the Bethel Ridge Home area from a 12 inch to an 8 inch water line that's being run under the interstate; that side of the interstate will be getting more water pressure.

She said they have been getting calls regarding the puppy place (Puppy's for Sale). She said this place was brought back in January of this year and it was ok'd by Scott Avery. They had their Sumner County tax license; they've been inspected by the fire marshals. They did not get a business license or a buildout license from here and that wasn't brought to our attention until they put signs up out front. Their authorization goes back to January through Brad Hickman speaking with Scot Avery. She's made several calls on that.

Also, she is still tracking businesses in the city that do not have licenses in order to find lost revenue to the city; we're losing sales tax because of unlicensed businesses. She concluded by thanking everyone.

Commissioner Dorris said he does know that, if you all get elected, you'll find out there will be a lot of times you'll be amending the budget because there will be mistakes in the budget; also, monies that need to be spent that are not being appropriated. He said we've had that right here; we're still missing \$92,000 that was never approved by the board that has been spent (prior to this year). He said we still haven't gotten to the bottom of that, and it's been 2 years ago or longer. He said he welcomes you all (commission candidates) if you get elected and he hopes you all work good together.

But it's going to take a lot. And these budgets will get amended; so he hopes everything keeps moving forward and keeps this city going strong.

Mayor Long said he had some comments on the financials; every time we did have a financial, it was a big hoopla and Mrs. Farrell (City Finance Director) explained one night that the zeros on the report were for police and public works fuel usage but when you go over into the city financials, it shows how the money was spent. She went back a few years when Holly (Murphy, former City Recorder) was here and the zeroes we're showing the board were the same zeroes Holly had (on certain months).

Mayor Long went on to say that, all of a sudden, this administration has had everything they've done picked apart; and a lot of it, like the budget letter, we've gotten letters before that the budget was "out of kilter" - like last year when we were over \$800,000 over budget.

9. Adjournment

Commissioner Huling made a motion to adjourn; it was seconded by **Commissioner Templet**.

The meeting was adjourned at 6:25 P.M.

Respectfully submitted,



Judy Florendo

City Recorder

City of Millersville, TN

(City Recorder footnote: Fuel invoices were set up by Holly to be paid via automatic withdrawal, or EFT, to our vendor, Fuelman. These amounts must be entered in the General Ledger on the back end since they are not automatically posted to the GL as when checks are issued. The GL entries must be entered line by line per department. There were issues to be worked out with Tyler Incode, our software provider. According to Tyler technicians, our method of GL entry (account to be credited/account to be debited) had been set up backwards. This was confirmed by the auditors we are currently working with. This method has been in place for years. We have been taking measures to get all this clarified and reconciled so that we can be absolutely sure of the figures before we present them.)

Interfund Tax Anticipation Note Resolution

Resolution No. _____

RESOLUTION OF THE GOVERNING BODY OF

_____MILLERSVILLE_____, TENNESSEE,

AUTHORIZING THE ISSUANCE, SALE, AND PAYMENT OF

_____GENERAL FUND_____REVENUE/TAX ANTICIPATION NOTES

NOT TO EXCEED \$ _500,000.00_____

WHEREAS, the Governing Body of _____MILLERSVILLE_____, Tennessee, (the "Local Government") has determined that it is necessary and desirable to borrow a limited amount of funds to meet appropriations made for the _____GENERAL_____ Fund (the "Fund") for the current fiscal year, being July 1, 2024____, through June 30, 2025____, inclusive, (the "Fiscal Year"), in anticipation of the collection of taxes and revenues for the Fund during the Fiscal Year; and

WHEREAS, under the provisions of Part I, IV, IV, and VIII of Title 9, Chapter 21, Tennessee Code Annotated (the "Act"), local governments in Tennessee are authorized to issue and sell revenue/tax anticipation notes in amounts not exceeding sixty percent (60%) of the Fund appropriation for the Fiscal Year upon the approval of the Comptroller of the Treasury or Comptroller's Designee; and

WHEREAS, the Governing Body finds that it is advantageous to the Local Government to authorize the issuance and sale of interfund revenue/tax anticipation notes;

NOW, THEREFORE, BE IT RESOLVED, by the Governing Body of the Local Government CITY OF MILLERSVILLE_____, as follows:

Section 1. For the purpose of providing funds to meet certain appropriations for the Fiscal Year, the chief executive officer of the Local Government is hereby authorized in accordance with the terms of this Resolution to issue sell interfund revenue/tax anticipation notes in a principal amount not to exceed _____ **FIVE HUNDRED THOUSAND** _____ Dollars (\$ 500,000.00_____) (the "Notes") upon approval of the Comptroller of the Treasury or Comptroller's designee pursuant to the terms, provisions, and conditions permitted by law. The Notes shall be an interfund loan from the _____SEWER_____ Fund to the _____GENERAL_____ Fund. The Notes shall be designated "_____GENERAL_____ Interfund Revenue/Tax Anticipation Notes, Series 2024____"; shall be dated as of the date of issuance and shall bear interest at a rate or rates not to exceed SIX percent (6_%) per annum, and in no event shall the rate exceed the legal limit provided by law.

Section 2. That, the sum of the principal amount of the Notes, together with the principal amount or amounts of any prior revenue/tax anticipation notes issued during the Fiscal Year, does not exceed sixty percent (60%) of the Fund appropriation for the Fiscal Year.

Section 3. That, the Notes may be renewed from time to time and money may be borrowed from time to time for the payment of any indebtedness evidenced by the Notes; provided, that the Notes and any renewal notes shall mature and be paid in full without renewal on or before the end of the Fiscal Year. If the Local Government overestimates the amount of taxes and revenue collected for the Fiscal Year and it becomes impossible to retire the Notes and all renewal notes prior to the close of the Fiscal Year, then the Local

Government shall apply to the Comptroller of the Treasury or Comptroller's designee within ten (10) days prior to the close of the Fiscal year for permission to issue funding bonds to cover the unpaid Notes in the manner provided by Title 9, Chapter 11 of Tennessee Code Annotated or as otherwise provided for in a manner approved by the Comptroller of the Treasury or Comptroller's designee.

Section 4. That, the Notes shall be secured solely by the receipt of taxes and revenues by the Fund during the Fiscal Year.

Section 5. That, the Notes shall be subject to redemption at the option of the Local government, in whole or in part, at any time, at the principal amount and accrued interest to the date of redemption without a premium.

Section 6. The Notes shall be executed in the name of the Local Government; shall bear the signature of the chief executive officer of the Local Government and the signature of the recording officer of the Local Government and shall be payable as to principal and interest at the office of the recording officer of the Local Government or at the office of the paying agent duly appointed by the Local Government. Proceeds of the Notes shall be deposited with the official designated by law as custodian of the funds. All proceeds shall be paid out for the purpose of meeting Fund appropriations made for the Fiscal Year in anticipation of the collection of revenues and taxes pursuant to this Resolution and as required by law.

Section 7. The Notes shall be in substantially the form attached as Attachment 1 with only changes as are necessary or appropriate to comply with the requirements of the purchaser thereof.

Section 8. The Notes shall be issued only after the receipt of the approval of the Comptroller of the Treasury or Comptroller's designee for the sale of the Notes.

Section 9. If any of the Notes shall remain unpaid at the end of the fiscal year of issue, then the unpaid Notes shall be retired from the funds of the Local Government or be converted into bonds pursuant to Chapter 11 of Title 9 of the Tennessee Code Annotated, or any other law, or be otherwise liquidated as approved by the Comptroller of the Treasury or Comptroller's designee.

Section 10. All orders or resolutions in conflict with this Resolution are hereby repealed insofar as such conflict exists and this Resolution shall become effective immediately upon its passage.

Duly passed and approved this _____ day of _____, 20____.

(Local Government Chief Executive)

ATTESTED:

(Recording Officer)

EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT ("**Agreement**") is made as of the date it is approved by majority vote of the Board of Commissioners on November 19, 2024, by and between the City of Millersville (the "**City**"), and Christopher Bryan Morris ("**Employee**").

RECITALS

WHEREAS, the City desires to employ Employee, and Employee desires to be employed by the City, as the City's [Chief of Police].

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and conditions herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereby agree as follows:

AGREEMENT

1. **Employment Term.** The City agrees to employ the Employee starting on the Effective Date and ending one year later. After the Employment Term expires, employment continues on an at-will basis unless a new agreement is made. The employment term can end earlier as described in Section 5.
2. **Position and Duties.** The Employee will serve as Chief of Police, performing the duties outlined in the City Charter and any other responsibilities assigned by the City Manager appropriate to the position. The Employee agrees to dedicate their full professional time and effort to their duties with the City. The Employee will comply with all City policies and procedures, including the Code of Conduct and Ethics, unless inconsistent with this Agreement.
3. **Compensation.** The City will pay the Employee an annual salary of \$[REDACTED] ("Base Salary"), provided that nothing in this Agreement shall limit the Employee's entitlement to any raises applicable to the employee that may raise their Base Salary during the Employment Term.
4. **Benefits and Paid Time Off.** The Employee is entitled to participate in health insurance, pension, and other benefit plans available to other full-time City employees. The Employee will receive all fringe benefits and perquisites offered to other full-time City employees. The Employee is entitled to paid time off (PTO), including vacation and sick days, as set forth by the City Charter, ordinances, and/or personnel policies and procedures.
5. **Termination.**
 - a. **General.** The City may terminate Employee's employment for Cause or without Cause, as set forth below. Employee may terminate his or her or their employment at any time for any reason. Upon termination of Employee's employment, Employee shall be entitled to the compensation and benefits described below to the extent applicable. For purposes of this Agreement, the following terms have the following meanings:

- i. **"Accrued Benefits"** shall mean: (i) accrued but unpaid Base Salary through the Termination Date, payable within thirty days following the Termination Date; (ii) reimbursement for any unreimbursed business expenses incurred through the Termination Date and any expenses incurred through the Termination Date, payable within thirty days following the Termination Date; (v) accrued but unused PTO days according to the City's personnel manual; and (vi) all other payments, benefits, or fringe benefits to which Employee shall be entitled as of the Termination Date under the terms of this Agreement.
 - ii. For **"Cause"** shall mean: (i) Employee's refusal to perform, or repeated failure to undertake good faith efforts to perform, the duties or responsibilities reasonably assigned to Employee, which, if curable, is not cured within thirty days after Employee's written receipt of notice thereof from the City; (ii) Employee's engagement in willful gross misconduct or willful gross negligence in the course of carrying out his or her or their duties that results in material economic or reputational harm to the City; (iii) Employee's conviction of or plea of guilty or nolo contendere to a felony; or (iv) a material breach by Employee of Section 5(b) of this Agreement, which, if curable, is not cured within thirty days after Employee's receipt of written notice thereof from the City. Termination of Employee's employment shall not be deemed to be for Cause unless Employee has had a reasonable opportunity, to respond to all relevant allegations upon which a contemplated termination for Cause is based.
 - iii. **"Severance Payments"** shall mean (i) a lump sum cash payment, payable on the Termination Date, equal to one year's Base Salary as set forth in Section 3, above.
 - iv. **"Termination Date"** shall mean the date on which Employee's employment hereunder terminates in accordance with this Agreement.
- b. **Termination by Employer for Cause.** In the event that Employee's employment hereunder is terminated by the City for Cause, Employee shall be entitled to receive the Accrued Benefits.
 - c. **Termination Without Cause.** In the event that Employee's employment hereunder is terminated by the City without Cause, Employee shall be entitled to receive the Accrued Benefits and the Severance Payments.
 - d. **Termination Due to Death or Disability.** In the event that Employee's employment hereunder is terminated due to Employee's death or Disability, Employee shall receive the Accrued Benefits.

- e. **Return of City Property.** Upon termination of Employee's employment for any reason or under any circumstances, Employee shall promptly return any and all of the property of the City and any Affiliates (including, without limitation, all computers, keys, credit cards, identification tags, documents, data, confidential information, work product, and other proprietary materials), and other materials.
- f. **Post-Termination Cooperation:** Employee agrees and covenants that, following any Termination, Employee shall, to the extent reasonably requested by the City, cooperate in good faith with the City to assist the City in the pursuit or defense of (except if Employee is adverse with respect to) any claim, administrative charge, or cause of action by or against the City as to which Employee, by virtue of his or her or their employment with the City or any other position that Employee holds that is affiliated with or was held at the request of the City or its Affiliates, has relevant knowledge or information, including by acting as the City's representative in any such proceeding and, without the necessity of a subpoena, providing truthful testimony in any jurisdiction or forum. The City shall reimburse Employee for his or her or their reasonable out-of-pocket expenses incurred in compliance with this Section **Error! Reference source not found.**, including any reasonable travel expenses and reasonable attorneys' fees incurred by Employee and, in the event that Employee is required to spend substantial time on such matters, the City shall compensate Employee at an hourly rate commensurate with their Base Salary. The City shall use reasonable business efforts to provide Employee with reasonable advance written notice of its need for Employee's reasonable cooperation and shall attempt to coordinate with Employee the time and place at which Employee's reasonable cooperation shall be provided with the goal of minimizing the impact of such reasonable cooperation on any other material pre-scheduled business commitment that Employee may have.

6. **Indemnification.**

- a) **Indemnification.** If Employee is made a party, is threatened to be made a party, or reasonably anticipates being made a party, to any Proceeding (as hereinafter defined) by reason of the fact that Employee is or was a director, officer, employee, agent, or representative of the City or is or was serving at the request of the City or any Affiliate, or in connection with his or her or their service hereunder as a director, officer, employee, agent, or representative of an Affiliate, or if any Claim (as hereinafter defined) is made, is threatened to be made, or is reasonably anticipated to be made, that arises out of or relates to Employee's service in any of the foregoing capacities, then Employee shall promptly be indemnified and held harmless to the fullest extent permitted or authorized by any City arrangement, or if greater, by applicable law, against

any and all costs, expenses, liabilities, and losses (including, without limitation, advancement and payment of attorney's and other professional fees and charges, judgments, interest, expenses of investigation, penalties, fines, ERISA excise taxes or penalties, and amounts paid or to be paid in settlement, with such legal fees advanced to the maximum extent permitted by law) incurred or suffered by Employee in connection therewith or in connection with seeking to enforce his or her or their rights under this Section a), and such indemnification shall continue even if Employee has ceased to be a director, officer, employee, agent, or representative of the City or other Person and shall inure to the benefit of his or her or their heirs, executors, and administrators.

- b) **Definitions.** For purposes of this Agreement, the following terms shall have the following meanings: "**Affiliate**" of a Person shall mean any Person that directly or indirectly controls, is controlled by, or is under common control with, such Person; "**Claim**" shall mean any claim, demand, request, investigation, dispute, controversy, threat, discovery request, or request for testimony or information; "**Person**" shall mean any individual, corporation, partnership, limited liability company, joint venture, trust, estate, board, committee, agency, body, employee benefit plan, or other person or entity; and "**Proceeding**" shall mean any threatened or actual action, suit, or proceeding, whether civil, criminal, administrative, investigative, appellate, formal, informal, in the Employee's individual capacity or in their official capacity, or other.
7. **Notices.** Any notices under this Agreement must be in writing and delivered personally to the Employee; and if to the City, delivered personally to the City Manager or City Attorney.
8. **Governing Law and Legal Fees.** This Agreement is governed by the laws of Tennessee. If the Employee prevails in a legal action related to this Agreement, the City will reimburse reasonable attorneys' fees and costs.
9. **Amendments.** Changes to this Agreement must be in writing and signed by both parties.
10. **Entire Agreement.** This Agreement represents the entire agreement between the parties and replaces any prior agreements or understandings.
11. **Severability.** It is the desire and intent of the parties hereto that the provisions of this Agreement be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, if any particular provision of this Agreement shall be adjudicated by a court of competent jurisdiction or arbitrator to be invalid, prohibited, or unenforceable for any reason, such provision, as to such jurisdiction, shall be ineffective, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be invalid, prohibited, or unenforceable in such jurisdiction, it shall, as

to such jurisdiction, be so narrowly drawn, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

12. **Acknowledgment.** The Employee acknowledges they have read and understand this Agreement, and that they have had the opportunity to consult with independent legal counsel. Employee agrees to the terms freely and without duress. The City confirms it is fully authorized to enter into and perform this Agreement.
13. **Execution.** This Agreement may be signed in counterparts and delivered electronically, which are considered as valid as original signatures.

City of Millersville, Tennessee

By: _____
Tommy Long, Mayor

Dated: _____

EMPLOYEE

By: _____
Christopher Bryan Morris

Dated: _____

APPROVED AS TO FORM

By: _____
Bryant Kroll, City Attorney

Dated: _____

EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT (“**Agreement**”) is made as of the date it is approved by majority vote of the Board of Commissioners on November 19, 2024, by and between the City of Millersville (the “**City**”), and Todd Dorris (“**Employee**”).

RECITALS

WHEREAS, the City desires to employ Employee, and Employee desires to be employed by the City, as the City’s Police Captain.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and conditions herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereby agree as follows:

AGREEMENT

1. **Employment Term.** The City agrees to employ the Employee starting on the Effective Date and ending one year later. After the Employment Term expires, employment continues on an at-will basis unless a new agreement is made. The employment term can end earlier as described in Section 5.
2. **Position and Duties.** The Employee will serve as Police Captain, performing the duties outlined in the City Charter and any other responsibilities assigned by the City Manager appropriate to the position. The Employee agrees to dedicate their full professional time and effort to their duties with the City. The Employee will comply with all City policies and procedures, including the Code of Conduct and Ethics, unless inconsistent with this Agreement.
3. **Compensation.** The City will pay the Employee an annual salary of \$[REDACTED] (“Base Salary”), provided that nothing in this Agreement shall limit the Employee’s entitlement to any raises applicable to the employee that may raise their Base Salary during the Employment Term.
4. **Benefits and Paid Time Off.** The Employee is entitled to participate in health insurance, pension, and other benefit plans available to other full-time City employees. The Employee will receive all fringe benefits and perquisites offered to other full-time City employees. The Employee is entitled to paid time off (PTO), including vacation and sick days, as set forth by the City Charter, ordinances, and/or personnel policies and procedures.
5. **Termination.**
 - a. **General.** The City may terminate Employee's employment for Cause or without Cause, as set forth below. Employee may terminate his or her or their employment at any time for any reason. Upon termination of Employee's employment, Employee shall be entitled to the compensation and benefits described below to the extent applicable. For purposes of this Agreement, the following terms have the following meanings:

- i. **"Accrued Benefits"** shall mean: (i) accrued but unpaid Base Salary through the Termination Date, payable within thirty days following the Termination Date; (ii) reimbursement for any unreimbursed business expenses incurred through the Termination Date and any expenses incurred through the Termination Date, payable within thirty days following the Termination Date; (v) accrued but unused PTO days according to the City's personnel manual; and (vi) all other payments, benefits, or fringe benefits to which Employee shall be entitled as of the Termination Date under the terms of this Agreement.
 - ii. For **"Cause"** shall mean: (i) Employee's refusal to perform, or repeated failure to undertake good faith efforts to perform, the duties or responsibilities reasonably assigned to Employee, which, if curable, is not cured within thirty days after Employee's written receipt of notice thereof from the City; (ii) Employee's engagement in willful gross misconduct or willful gross negligence in the course of carrying out his or her or their duties that results in material economic or reputational harm to the City; (iii) Employee's conviction of or plea of guilty or nolo contendere to a felony; or (iv) a material breach by Employee of Section 5(b) of this Agreement, which, if curable, is not cured within thirty days after Employee's receipt of written notice thereof from the City. Termination of Employee's employment shall not be deemed to be for Cause unless Employee has had a reasonable opportunity, to respond to all relevant allegations upon which a contemplated termination for Cause is based.
 - iii. **"Severance Payments"** shall mean (i) a lump sum cash payment, payable on the Termination Date, equal to one year's Base Salary as set forth in Section 3, above.
 - iv. **"Termination Date"** shall mean the date on which Employee's employment hereunder terminates in accordance with this Agreement.
- b. **Termination by Employer for Cause.** In the event that Employee's employment hereunder is terminated by the City for Cause, Employee shall be entitled to receive the Accrued Benefits.
 - c. **Termination Without Cause.** In the event that Employee's employment hereunder is terminated by the City without Cause, Employee shall be entitled to receive the Accrued Benefits and the Severance Payments.
 - d. **Termination Due to Death or Disability.** In the event that Employee's employment hereunder is terminated due to Employee's death or Disability, Employee shall receive the Accrued Benefits.

- e. **Return of City Property.** Upon termination of Employee's employment for any reason or under any circumstances, Employee shall promptly return any and all of the property of the City and any Affiliates (including, without limitation, all computers, keys, credit cards, identification tags, documents, data, confidential information, work product, and other proprietary materials), and other materials.
- f. **Post-Termination Cooperation:** Employee agrees and covenants that, following any Termination, Employee shall, to the extent reasonably requested by the City, cooperate in good faith with the City to assist the City in the pursuit or defense of (except if Employee is adverse with respect to) any claim, administrative charge, or cause of action by or against the City as to which Employee, by virtue of his or her or their employment with the City or any other position that Employee holds that is affiliated with or was held at the request of the City or its Affiliates, has relevant knowledge or information, including by acting as the City's representative in any such proceeding and, without the necessity of a subpoena, providing truthful testimony in any jurisdiction or forum. The City shall reimburse Employee for his or her or their reasonable out-of-pocket expenses incurred in compliance with this Section **Error! Reference source not found.**, including any reasonable travel expenses and reasonable attorneys' fees incurred by Employee and, in the event that Employee is required to spend substantial time on such matters, the City shall compensate Employee at an hourly rate commensurate with their Base Salary. The City shall use reasonable business efforts to provide Employee with reasonable advance written notice of its need for Employee's reasonable cooperation and shall attempt to coordinate with Employee the time and place at which Employee's reasonable cooperation shall be provided with the goal of minimizing the impact of such reasonable cooperation on any other material pre-scheduled business commitment that Employee may have.

6. **Indemnification.**

- a) **Indemnification.** If Employee is made a party, is threatened to be made a party, or reasonably anticipates being made a party, to any Proceeding (as hereinafter defined) by reason of the fact that Employee is or was a director, officer, employee, agent, or representative of the City or is or was serving at the request of the City or any Affiliate, or in connection with his or her or their service hereunder as a director, officer, employee, agent, or representative of an Affiliate, or if any Claim (as hereinafter defined) is made, is threatened to be made, or is reasonably anticipated to be made, that arises out of or relates to Employee's service in any of the foregoing capacities, then Employee shall promptly be indemnified and held harmless to the fullest extent permitted or authorized by any City arrangement, or if greater, by applicable law, against

any and all costs, expenses, liabilities, and losses (including, without limitation, advancement and payment of attorney's and other professional fees and charges, judgments, interest, expenses of investigation, penalties, fines, ERISA excise taxes or penalties, and amounts paid or to be paid in settlement, with such legal fees advanced to the maximum extent permitted by law) incurred or suffered by Employee in connection therewith or in connection with seeking to enforce his or her or their rights under this Section a), and such indemnification shall continue even if Employee has ceased to be a director, officer, employee, agent, or representative of the City or other Person and shall inure to the benefit of his or her or their heirs, executors, and administrators.

- b) **Definitions.** For purposes of this Agreement, the following terms shall have the following meanings: "**Affiliate**" of a Person shall mean any Person that directly or indirectly controls, is controlled by, or is under common control with, such Person; "**Claim**" shall mean any claim, demand, request, investigation, dispute, controversy, threat, discovery request, or request for testimony or information; "**Person**" shall mean any individual, corporation, partnership, limited liability company, joint venture, trust, estate, board, committee, agency, body, employee benefit plan, or other person or entity; and "**Proceeding**" shall mean any threatened or actual action, suit, or proceeding, whether civil, criminal, administrative, investigative, appellate, formal, informal, in the Employee's individual capacity or in their official capacity, or other.
7. **Notices.** Any notices under this Agreement must be in writing and delivered personally to the Employee; and if to the City, delivered personally to the City Manager or City Attorney.
8. **Governing Law and Legal Fees.** This Agreement is governed by the laws of Tennessee. If the Employee prevails in a legal action related to this Agreement, the City will reimburse reasonable attorneys' fees and costs.
9. **Amendments.** Changes to this Agreement must be in writing and signed by both parties.
10. **Entire Agreement.** This Agreement represents the entire agreement between the parties and replaces any prior agreements or understandings.
11. **Severability.** It is the desire and intent of the parties hereto that the provisions of this Agreement be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, if any particular provision of this Agreement shall be adjudicated by a court of competent jurisdiction or arbitrator to be invalid, prohibited, or unenforceable for any reason, such provision, as to such jurisdiction, shall be ineffective, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be invalid, prohibited, or unenforceable in such jurisdiction, it shall, as

to such jurisdiction, be so narrowly drawn, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

12. **Acknowledgment.** The Employee acknowledges they have read and understand this Agreement, and that they have had the opportunity to consult with independent legal counsel. Employee agrees to the terms freely and without duress. The City confirms it is fully authorized to enter into and perform this Agreement.
13. **Execution.** This Agreement may be signed in counterparts and delivered electronically, which are considered as valid as original signatures.

City of Millersville, Tennessee

By: _____
Tommy Long, Mayor

Dated: _____

EMPLOYEE

By: _____
Todd Dorris

Dated: _____

APPROVED AS TO FORM

By: _____
Bryant Kroll, City Attorney

Dated: _____

EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT ("**Agreement**") is made as of the date it is approved by majority vote of the Board of Commissioners on November 19, 2024, by and between the City of Millersville (the "**City**"), and Michael Candler ("**Employee**").

RECITALS

WHEREAS, the City desires to employ Employee, and Employee desires to be employed by the City, as the City's Police Detective.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and conditions herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereby agree as follows:

AGREEMENT

1. **Employment Term.** The City agrees to employ the Employee starting on the Effective Date and ending one year later. After the Employment Term expires, employment continues on an at-will basis unless a new agreement is made. The employment term can end earlier as described in Section 5.
2. **Position and Duties.** The Employee will serve as Police Detective, performing the duties outlined in the City Charter and any other responsibilities assigned by the City Manager appropriate to the position. The Employee agrees to dedicate their full professional time and effort to their duties with the City. The Employee will comply with all City policies and procedures, including the Code of Conduct and Ethics, unless inconsistent with this Agreement.
3. **Compensation.** The City will pay the Employee an annual salary of \$[REDACTED] ("Base Salary"), provided that nothing in this Agreement shall limit the Employee's entitlement to any raises applicable to the employee that may raise their Base Salary during the Employment Term.
4. **Benefits and Paid Time Off.** The Employee is entitled to participate in health insurance, pension, and other benefit plans available to other full-time City employees. The Employee will receive all fringe benefits and perquisites offered to other full-time City employees. The Employee is entitled to paid time off (PTO), including vacation and sick days, as set forth by the City Charter, ordinances, and/or personnel policies and procedures.
5. **Termination.**
 - a. **General.** The City may terminate Employee's employment for Cause or without Cause, as set forth below. Employee may terminate his or her or their employment at any time for any reason. Upon termination of Employee's employment, Employee shall be entitled to the compensation and benefits described below to the extent applicable. For purposes of this Agreement, the following terms have the following meanings:

- i. **"Accrued Benefits"** shall mean: (i) accrued but unpaid Base Salary through the Termination Date, payable within thirty days following the Termination Date; (ii) reimbursement for any unreimbursed business expenses incurred through the Termination Date and any expenses incurred through the Termination Date, payable within thirty days following the Termination Date; (v) accrued but unused PTO days according to the City's personnel manual; and (vi) all other payments, benefits, or fringe benefits to which Employee shall be entitled as of the Termination Date under the terms of this Agreement.
 - ii. For **"Cause"** shall mean: (i) Employee's refusal to perform, or repeated failure to undertake good faith efforts to perform, the duties or responsibilities reasonably assigned to Employee, which, if curable, is not cured within thirty days after Employee's written receipt of notice thereof from the City; (ii) Employee's engagement in willful gross misconduct or willful gross negligence in the course of carrying out his or her or their duties that results in material economic or reputational harm to the City; (iii) Employee's conviction of or plea of guilty or nolo contendere to a felony; or (iv) a material breach by Employee of Section 5(b) of this Agreement, which, if curable, is not cured within thirty days after Employee's receipt of written notice thereof from the City. Termination of Employee's employment shall not be deemed to be for Cause unless Employee has had a reasonable opportunity, to respond to all relevant allegations upon which a contemplated termination for Cause is based.
 - iii. **"Severance Payments"** shall mean (i) a lump sum cash payment, payable on the Termination Date, equal to one year's Base Salary as set forth in Section 3, above.
 - iv. **"Termination Date"** shall mean the date on which Employee's employment hereunder terminates in accordance with this Agreement.
- b. **Termination by Employer for Cause.** In the event that Employee's employment hereunder is terminated by the City for Cause, Employee shall be entitled to receive the Accrued Benefits.
 - c. **Termination Without Cause.** In the event that Employee's employment hereunder is terminated by the City without Cause, Employee shall be entitled to receive the Accrued Benefits and the Severance Payments.
 - d. **Termination Due to Death or Disability.** In the event that Employee's employment hereunder is terminated due to Employee's death or Disability, Employee shall receive the Accrued Benefits.

- e. **Return of City Property.** Upon termination of Employee's employment for any reason or under any circumstances, Employee shall promptly return any and all of the property of the City and any Affiliates (including, without limitation, all computers, keys, credit cards, identification tags, documents, data, confidential information, work product, and other proprietary materials), and other materials.
- f. **Post-Termination Cooperation:** Employee agrees and covenants that, following any Termination, Employee shall, to the extent reasonably requested by the City, cooperate in good faith with the City to assist the City in the pursuit or defense of (except if Employee is adverse with respect to) any claim, administrative charge, or cause of action by or against the City as to which Employee, by virtue of his or her or their employment with the City or any other position that Employee holds that is affiliated with or was held at the request of the City or its Affiliates, has relevant knowledge or information, including by acting as the City's representative in any such proceeding and, without the necessity of a subpoena, providing truthful testimony in any jurisdiction or forum. The City shall reimburse Employee for his or her or their reasonable out-of-pocket expenses incurred in compliance with this Section **Error! Reference source not found.**, including any reasonable travel expenses and reasonable attorneys' fees incurred by Employee and, in the event that Employee is required to spend substantial time on such matters, the City shall compensate Employee at an hourly rate commensurate with their Base Salary. The City shall use reasonable business efforts to provide Employee with reasonable advance written notice of its need for Employee's reasonable cooperation and shall attempt to coordinate with Employee the time and place at which Employee's reasonable cooperation shall be provided with the goal of minimizing the impact of such reasonable cooperation on any other material pre-scheduled business commitment that Employee may have.

6. **Indemnification.**

- a) **Indemnification.** If Employee is made a party, is threatened to be made a party, or reasonably anticipates being made a party, to any Proceeding (as hereinafter defined) by reason of the fact that Employee is or was a director, officer, employee, agent, or representative of the City or is or was serving at the request of the City or any Affiliate, or in connection with his or her or their service hereunder as a director, officer, employee, agent, or representative of an Affiliate, or if any Claim (as hereinafter defined) is made, is threatened to be made, or is reasonably anticipated to be made, that arises out of or relates to Employee's service in any of the foregoing capacities, then Employee shall promptly be indemnified and held harmless to the fullest extent permitted or authorized by any City arrangement, or if greater, by applicable law, against

any and all costs, expenses, liabilities, and losses (including, without limitation, advancement and payment of attorney's and other professional fees and charges, judgments, interest, expenses of investigation, penalties, fines, ERISA excise taxes or penalties, and amounts paid or to be paid in settlement, with such legal fees advanced to the maximum extent permitted by law) incurred or suffered by Employee in connection therewith or in connection with seeking to enforce his or her or their rights under this Section a), and such indemnification shall continue even if Employee has ceased to be a director, officer, employee, agent, or representative of the City or other Person and shall inure to the benefit of his or her or their heirs, executors, and administrators.

b) **Definitions.** For purposes of this Agreement, the following terms shall have the following meanings: "**Affiliate**" of a Person shall mean any Person that directly or indirectly controls, is controlled by, or is under common control with, such Person; "**Claim**" shall mean any claim, demand, request, investigation, dispute, controversy, threat, discovery request, or request for testimony or information; "**Person**" shall mean any individual, corporation, partnership, limited liability company, joint venture, trust, estate, board, committee, agency, body, employee benefit plan, or other person or entity; and "**Proceeding**" shall mean any threatened or actual action, suit, or proceeding, whether civil, criminal, administrative, investigative, appellate, formal, informal, in the Employee's individual capacity or in their official capacity, or other.

7. **Notices.** Any notices under this Agreement must be in writing and delivered personally to the Employee; and if to the City, delivered personally to the City Manager or City Attorney.
8. **Governing Law and Legal Fees.** This Agreement is governed by the laws of Tennessee. If the Employee prevails in a legal action related to this Agreement, the City will reimburse reasonable attorneys' fees and costs.
9. **Amendments.** Changes to this Agreement must be in writing and signed by both parties.
10. **Entire Agreement.** This Agreement represents the entire agreement between the parties and replaces any prior agreements or understandings.
11. **Severability.** It is the desire and intent of the parties hereto that the provisions of this Agreement be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, if any particular provision of this Agreement shall be adjudicated by a court of competent jurisdiction or arbitrator to be invalid, prohibited, or unenforceable for any reason, such provision, as to such jurisdiction, shall be ineffective, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be invalid, prohibited, or unenforceable in such jurisdiction, it shall, as

to such jurisdiction, be so narrowly drawn, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

12. **Acknowledgment.** The Employee acknowledges they have read and understand this Agreement, and that they have had the opportunity to consult with independent legal counsel. Employee agrees to the terms freely and without duress. The City confirms it is fully authorized to enter into and perform this Agreement.

13. **Execution.** This Agreement may be signed in counterparts and delivered electronically, which are considered as valid as original signatures.

City of Millersville, Tennessee

By: _____
Tommy Long, Mayor

Dated: _____

EMPLOYEE

By: _____
Michael Candler

Dated: _____

APPROVED AS TO FORM

By: _____
Bryant Kroll, City Attorney

Dated: _____

EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT ("**Agreement**") is made as of the date it is approved by majority vote of the Board of Commissioners on November 19, 2024, by and between the City of Millersville (the "**City**"), and Delores Farrell ("**Employee**").

RECITALS

WHEREAS, the City desires to employ Employee, and Employee desires to be employed by the City, as the City's Finance Director.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and conditions herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereby agree as follows:

AGREEMENT

1. **Employment Term.** The City agrees to employ the Employee starting on the Effective Date and ending one year later. After the Employment Term expires, employment continues on an at-will basis unless a new agreement is made. The employment term can end earlier as described in Section 5.
2. **Position and Duties.** The Employee will serve as Finance Director performing the duties outlined in the City Charter and any other responsibilities assigned by the City Manager appropriate to the position. The Employee agrees to dedicate their full professional time and effort to their duties with the City. The Employee will comply with all City policies and procedures, including the Code of Conduct and Ethics, unless inconsistent with this Agreement.
3. **Compensation.** The City will pay the Employee an annual salary of \$██████████ ("Base Salary"), provided that nothing in this Agreement shall limit the Employee's entitlement to any raises applicable to the employee that may raise their Base Salary during the Employment Term.
4. **Benefits and Paid Time Off.** The Employee is entitled to participate in health insurance, pension, and other benefit plans available to other full-time City employees. The Employee will receive all fringe benefits and perquisites offered to other full-time City employees. The Employee is entitled to paid time off (PTO), including vacation and sick days, as set forth by the City Charter, ordinances, and/or personnel policies and procedures.
5. **Termination.**
 - a. **General.** The City may terminate Employee's employment for Cause or without Cause, as set forth below. Employee may terminate his or her or their employment at any time for any reason. Upon termination of Employee's employment, Employee shall be entitled to the compensation and benefits described below to the extent applicable. For purposes of this Agreement, the following terms have the following meanings:

- i. **"Accrued Benefits"** shall mean: (i) accrued but unpaid Base Salary through the Termination Date, payable within thirty days following the Termination Date; (ii) reimbursement for any unreimbursed business expenses incurred through the Termination Date and any expenses incurred through the Termination Date, payable within thirty days following the Termination Date; (v) accrued but unused PTO days according to the City's personnel manual; and (vi) all other payments, benefits, or fringe benefits to which Employee shall be entitled as of the Termination Date under the terms of this Agreement.
 - ii. For **"Cause"** shall mean: (i) Employee's refusal to perform, or repeated failure to undertake good faith efforts to perform, the duties or responsibilities reasonably assigned to Employee, which, if curable, is not cured within thirty days after Employee's written receipt of notice thereof from the City; (ii) Employee's engagement in willful gross misconduct or willful gross negligence in the course of carrying out his or her or their duties that results in material economic or reputational harm to the City; (iii) Employee's conviction of or plea of guilty or nolo contendere to a felony; or (iv) a material breach by Employee of Section 5(b) of this Agreement, which, if curable, is not cured within thirty days after Employee's receipt of written notice thereof from the City. Termination of Employee's employment shall not be deemed to be for Cause unless Employee has had a reasonable opportunity, to respond to all relevant allegations upon which a contemplated termination for Cause is based.
 - iii. **"Severance Payments"** shall mean (i) a lump sum cash payment, payable on the Termination Date, equal to one year's Base Salary as set forth in Section 3, above.
 - iv. **"Termination Date"** shall mean the date on which Employee's employment hereunder terminates in accordance with this Agreement.
- b. **Termination by Employer for Cause.** In the event that Employee's employment hereunder is terminated by the City for Cause, Employee shall be entitled to receive the Accrued Benefits.
 - c. **Termination Without Cause.** In the event that Employee's employment hereunder is terminated by the City without Cause, Employee shall be entitled to receive the Accrued Benefits and the Severance Payments.
 - d. **Termination Due to Death or Disability.** In the event that Employee's employment hereunder is terminated due to Employee's death or Disability, Employee shall receive the Accrued Benefits.

- e. **Return of City Property.** Upon termination of Employee's employment for any reason or under any circumstances, Employee shall promptly return any and all of the property of the City and any Affiliates (including, without limitation, all computers, keys, credit cards, identification tags, documents, data, confidential information, work product, and other proprietary materials), and other materials.
- f. **Post-Termination Cooperation:** Employee agrees and covenants that, following any Termination, Employee shall, to the extent reasonably requested by the City, cooperate in good faith with the City to assist the City in the pursuit or defense of (except if Employee is adverse with respect to) any claim, administrative charge, or cause of action by or against the City as to which Employee, by virtue of his or her or their employment with the City or any other position that Employee holds that is affiliated with or was held at the request of the City or its Affiliates, has relevant knowledge or information, including by acting as the City's representative in any such proceeding and, without the necessity of a subpoena, providing truthful testimony in any jurisdiction or forum. The City shall reimburse Employee for his or her or their reasonable out-of-pocket expenses incurred in compliance with this Section **Error! Reference source not found.**, including any reasonable travel expenses and reasonable attorneys' fees incurred by Employee and, in the event that Employee is required to spend substantial time on such matters, the City shall compensate Employee at an hourly rate commensurate with their Base Salary. The City shall use reasonable business efforts to provide Employee with reasonable advance written notice of its need for Employee's reasonable cooperation and shall attempt to coordinate with Employee the time and place at which Employee's reasonable cooperation shall be provided with the goal of minimizing the impact of such reasonable cooperation on any other material pre-scheduled business commitment that Employee may have.

6. **Indemnification.**

- a) **Indemnification.** If Employee is made a party, is threatened to be made a party, or reasonably anticipates being made a party, to any Proceeding (as hereinafter defined) by reason of the fact that Employee is or was a director, officer, employee, agent, or representative of the City or is or was serving at the request of the City or any Affiliate, or in connection with his or her or their service hereunder as a director, officer, employee, agent, or representative of an Affiliate, or if any Claim (as hereinafter defined) is made, is threatened to be made, or is reasonably anticipated to be made, that arises out of or relates to Employee's service in any of the foregoing capacities, then Employee shall promptly be indemnified and held harmless to the fullest extent permitted or authorized by any City arrangement, or if greater, by applicable law, against

any and all costs, expenses, liabilities, and losses (including, without limitation, advancement and payment of attorney's and other professional fees and charges, judgments, interest, expenses of investigation, penalties, fines, ERISA excise taxes or penalties, and amounts paid or to be paid in settlement, with such legal fees advanced to the maximum extent permitted by law) incurred or suffered by Employee in connection therewith or in connection with seeking to enforce his or her or their rights under this Section a), and such indemnification shall continue even if Employee has ceased to be a director, officer, employee, agent, or representative of the City or other Person and shall inure to the benefit of his or her or their heirs, executors, and administrators.

- b) **Definitions.** For purposes of this Agreement, the following terms shall have the following meanings: "**Affiliate**" of a Person shall mean any Person that directly or indirectly controls, is controlled by, or is under common control with, such Person; "**Claim**" shall mean any claim, demand, request, investigation, dispute, controversy, threat, discovery request, or request for testimony or information; "**Person**" shall mean any individual, corporation, partnership, limited liability company, joint venture, trust, estate, board, committee, agency, body, employee benefit plan, or other person or entity; and "**Proceeding**" shall mean any threatened or actual action, suit, or proceeding, whether civil, criminal, administrative, investigative, appellate, formal, informal, in the Employee's individual capacity or in their official capacity, or other.
7. **Notices.** Any notices under this Agreement must be in writing and delivered personally to the Employee; and if to the City, delivered personally to the City Manager or City Attorney.
8. **Governing Law and Legal Fees.** This Agreement is governed by the laws of Tennessee. If the Employee prevails in a legal action related to this Agreement, the City will reimburse reasonable attorneys' fees and costs.
9. **Amendments.** Changes to this Agreement must be in writing and signed by both parties.
10. **Entire Agreement.** This Agreement represents the entire agreement between the parties and replaces any prior agreements or understandings.
11. **Severability.** It is the desire and intent of the parties hereto that the provisions of this Agreement be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, if any particular provision of this Agreement shall be adjudicated by a court of competent jurisdiction or arbitrator to be invalid, prohibited, or unenforceable for any reason, such provision, as to such jurisdiction, shall be ineffective, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be invalid, prohibited, or unenforceable in such jurisdiction, it shall, as

to such jurisdiction, be so narrowly drawn, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

12. **Acknowledgment.** The Employee acknowledges they have read and understand this Agreement, and that they have had the opportunity to consult with independent legal counsel. Employee agrees to the terms freely and without duress. The City confirms it is fully authorized to enter into and perform this Agreement.
13. **Execution.** This Agreement may be signed in counterparts and delivered electronically, which are considered as valid as original signatures.

City of Millersville, Tennessee

By: _____
Tommy Long, Mayor

Dated: _____

EMPLOYEE

By: _____
Delores Farrell

Dated: _____

APPROVED AS TO FORM

By: _____
Bryant Kroll, City Attorney

Dated: _____

EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT (“**Agreement**”) is made as of the date it is approved by majority vote of the Board of Commissioners on November 19, 2024, by and between the City of Millersville (the “**City**”), and Judy Florendo (“**Employee**”).

RECITALS

WHEREAS, the City desires to employ Employee, and Employee desires to be employed by the City, as the City’s City Recorder.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and conditions herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereby agree as follows:

AGREEMENT

1. **Employment Term.** The City agrees to employ the Employee starting on the Effective Date and ending one year later. After the Employment Term expires, employment continues on an at-will basis unless a new agreement is made. The employment term can end earlier as described in Section 5.
2. **Position and Duties.** The Employee will serve as City Recorder, performing the duties outlined in the City Charter and any other responsibilities assigned by the City Manager appropriate to the position. The Employee agrees to dedicate their full professional time and effort to their duties with the City. The Employee will comply with all City policies and procedures, including the Code of Conduct and Ethics, unless inconsistent with this Agreement.
3. **Compensation.** The City will pay the Employee an annual salary of \$[REDACTED] (“Base Salary”), provided that nothing in this Agreement shall limit the Employee’s entitlement to any raises applicable to the employee that may raise their Base Salary during the Employment Term.
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5. **Termination.**
 - a. **General.** The City may terminate Employee's employment for Cause or without Cause, as set forth below. Employee may terminate his or her or their employment at any time for any reason. Upon termination of Employee's employment, Employee shall be entitled to the compensation and benefits described below to the extent applicable. For purposes of this Agreement, the following terms have the following meanings:

- i. **"Accrued Benefits"** shall mean: (i) accrued but unpaid Base Salary through the Termination Date, payable within thirty days following the Termination Date; (ii) reimbursement for any unreimbursed business expenses incurred through the Termination Date and any expenses incurred through the Termination Date, payable within thirty days following the Termination Date; (v) accrued but unused PTO days according to the City's personnel manual; and (vi) all other payments, benefits, or fringe benefits to which Employee shall be entitled as of the Termination Date under the terms of this Agreement.
 - ii. For **"Cause"** shall mean: (i) Employee's refusal to perform, or repeated failure to undertake good faith efforts to perform, the duties or responsibilities reasonably assigned to Employee, which, if curable, is not cured within thirty days after Employee's written receipt of notice thereof from the City; (ii) Employee's engagement in willful gross misconduct or willful gross negligence in the course of carrying out his or her or their duties that results in material economic or reputational harm to the City; (iii) Employee's conviction of or plea of guilty or nolo contendere to a felony; or (iv) a material breach by Employee of Section 5(b) of this Agreement, which, if curable, is not cured within thirty days after Employee's receipt of written notice thereof from the City. Termination of Employee's employment shall not be deemed to be for Cause unless Employee has had a reasonable opportunity, to respond to all relevant allegations upon which a contemplated termination for Cause is based.
 - iii. **"Severance Payments"** shall mean (i) a lump sum cash payment, payable on the Termination Date, equal to one year's Base Salary as set forth in Section 3, above.
 - iv. **"Termination Date"** shall mean the date on which Employee's employment hereunder terminates in accordance with this Agreement.
- b. **Termination by Employer for Cause.** In the event that Employee's employment hereunder is terminated by the City for Cause, Employee shall be entitled to receive the Accrued Benefits.
 - c. **Termination Without Cause.** In the event that Employee's employment hereunder is terminated by the City without Cause, Employee shall be entitled to receive the Accrued Benefits and the Severance Payments.
 - d. **Termination Due to Death or Disability.** In the event that Employee's employment hereunder is terminated due to Employee's death or Disability, Employee shall receive the Accrued Benefits.

- e. **Return of City Property.** Upon termination of Employee's employment for any reason or under any circumstances, Employee shall promptly return any and all of the property of the City and any Affiliates (including, without limitation, all computers, keys, credit cards, identification tags, documents, data, confidential information, work product, and other proprietary materials), and other materials.
- f. **Post-Termination Cooperation:** Employee agrees and covenants that, following any Termination, Employee shall, to the extent reasonably requested by the City, cooperate in good faith with the City to assist the City in the pursuit or defense of (except if Employee is adverse with respect to) any claim, administrative charge, or cause of action by or against the City as to which Employee, by virtue of his or her or their employment with the City or any other position that Employee holds that is affiliated with or was held at the request of the City or its Affiliates, has relevant knowledge or information, including by acting as the City's representative in any such proceeding and, without the necessity of a subpoena, providing truthful testimony in any jurisdiction or forum. The City shall reimburse Employee for his or her or their reasonable out-of-pocket expenses incurred in compliance with this Section **Error! Reference source not found.**, including any reasonable travel expenses and reasonable attorneys' fees incurred by Employee and, in the event that Employee is required to spend substantial time on such matters, the City shall compensate Employee at an hourly rate commensurate with their Base Salary. The City shall use reasonable business efforts to provide Employee with reasonable advance written notice of its need for Employee's reasonable cooperation and shall attempt to coordinate with Employee the time and place at which Employee's reasonable cooperation shall be provided with the goal of minimizing the impact of such reasonable cooperation on any other material pre-scheduled business commitment that Employee may have.

6. **Indemnification.**

- a) **Indemnification.** If Employee is made a party, is threatened to be made a party, or reasonably anticipates being made a party, to any Proceeding (as hereinafter defined) by reason of the fact that Employee is or was a director, officer, employee, agent, or representative of the City or is or was serving at the request of the City or any Affiliate, or in connection with his or her or their service hereunder as a director, officer, employee, agent, or representative of an Affiliate, or if any Claim (as hereinafter defined) is made, is threatened to be made, or is reasonably anticipated to be made, that arises out of or relates to Employee's service in any of the foregoing capacities, then Employee shall promptly be indemnified and held harmless to the fullest extent permitted or authorized by any City arrangement, or if greater, by applicable law, against

any and all costs, expenses, liabilities, and losses (including, without limitation, advancement and payment of attorney's and other professional fees and charges, judgments, interest, expenses of investigation, penalties, fines, ERISA excise taxes or penalties, and amounts paid or to be paid in settlement, with such legal fees advanced to the maximum extent permitted by law) incurred or suffered by Employee in connection therewith or in connection with seeking to enforce his or her or their rights under this Section a), and such indemnification shall continue even if Employee has ceased to be a director, officer, employee, agent, or representative of the City or other Person and shall inure to the benefit of his or her or their heirs, executors, and administrators.

- b) **Definitions.** For purposes of this Agreement, the following terms shall have the following meanings: "**Affiliate**" of a Person shall mean any Person that directly or indirectly controls, is controlled by, or is under common control with, such Person; "**Claim**" shall mean any claim, demand, request, investigation, dispute, controversy, threat, discovery request, or request for testimony or information; "**Person**" shall mean any individual, corporation, partnership, limited liability company, joint venture, trust, estate, board, committee, agency, body, employee benefit plan, or other person or entity; and "**Proceeding**" shall mean any threatened or actual action, suit, or proceeding, whether civil, criminal, administrative, investigative, appellate, formal, informal, in the Employee's individual capacity or in their official capacity, or other.
7. **Notices.** Any notices under this Agreement must be in writing and delivered personally to the Employee; and if to the City, delivered personally to the City Manager or City Attorney.
8. **Governing Law and Legal Fees.** This Agreement is governed by the laws of Tennessee. If the Employee prevails in a legal action related to this Agreement, the City will reimburse reasonable attorneys' fees and costs.
9. **Amendments.** Changes to this Agreement must be in writing and signed by both parties.
10. **Entire Agreement.** This Agreement represents the entire agreement between the parties and replaces any prior agreements or understandings.
11. **Severability.** It is the desire and intent of the parties hereto that the provisions of this Agreement be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, if any particular provision of this Agreement shall be adjudicated by a court of competent jurisdiction or arbitrator to be invalid, prohibited, or unenforceable for any reason, such provision, as to such jurisdiction, shall be ineffective, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be invalid, prohibited, or unenforceable in such jurisdiction, it shall, as

to such jurisdiction, be so narrowly drawn, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

12. **Acknowledgment.** The Employee acknowledges they have read and understand this Agreement, and that they have had the opportunity to consult with independent legal counsel. Employee agrees to the terms freely and without duress. The City confirms it is fully authorized to enter into and perform this Agreement.
13. **Execution.** This Agreement may be signed in counterparts and delivered electronically, which are considered as valid as original signatures.

City of Millersville, Tennessee

By: _____
Tommy Long, Mayor

Dated: _____

EMPLOYEE

By: _____
Judy Florendo

Dated: _____

APPROVED AS TO FORM

By: _____
Bryant Kroll, City Attorney

Dated: _____

EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT ("**Agreement**") is made as of the date it is approved by majority vote of the Board of Commissioners on November 19, 2024, by and between the City of Millersville (the "**City**"), and Tiffany Lineweaver ("**Employee**").

RECITALS

WHEREAS, the City desires to employ Employee, and Employee desires to be employed by the City, as the City's Assistant City Recorder.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and conditions herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereby agree as follows:

AGREEMENT

1. **Employment Term.** The City agrees to employ the Employee starting on the Effective Date and ending one year later. After the Employment Term expires, employment continues on an at-will basis unless a new agreement is made. The employment term can end earlier as described in Section 5.
2. **Position and Duties.** The Employee will serve as Assistant City Recorder, performing the duties outlined in the City Charter and any other responsibilities assigned by the City Manager appropriate to the position. The Employee agrees to dedicate their full professional time and effort to their duties with the City. The Employee will comply with all City policies and procedures, including the Code of Conduct and Ethics, unless inconsistent with this Agreement.
3. **Compensation.** The City will pay the Employee an annual salary of \$[REDACTED] ("Base Salary"), provided that nothing in this Agreement shall limit the Employee's entitlement to any raises applicable to the employee that may raise their Base Salary during the Employment Term.
4. **Benefits and Paid Time Off.** The Employee is entitled to participate in health insurance, pension, and other benefit plans available to other full-time City employees. The Employee will receive all fringe benefits and perquisites offered to other full-time City employees. The Employee is entitled to paid time off (PTO), including vacation and sick days, as set forth by the City Charter, ordinances, and/or personnel policies and procedures.
5. **Termination.**
 - a. **General.** The City may terminate Employee's employment for Cause or without Cause, as set forth below. Employee may terminate his or her or their employment at any time for any reason. Upon termination of Employee's employment, Employee shall be entitled to the compensation and benefits described below to the extent applicable. For purposes of this Agreement, the following terms have the following meanings:

- i. **"Accrued Benefits"** shall mean: (i) accrued but unpaid Base Salary through the Termination Date, payable within thirty days following the Termination Date; (ii) reimbursement for any unreimbursed business expenses incurred through the Termination Date and any expenses incurred through the Termination Date, payable within thirty days following the Termination Date; (v) accrued but unused PTO days according to the City's personnel manual; and (vi) all other payments, benefits, or fringe benefits to which Employee shall be entitled as of the Termination Date under the terms of this Agreement.
 - ii. For **"Cause"** shall mean: (i) Employee's refusal to perform, or repeated failure to undertake good faith efforts to perform, the duties or responsibilities reasonably assigned to Employee, which, if curable, is not cured within thirty days after Employee's written receipt of notice thereof from the City; (ii) Employee's engagement in willful gross misconduct or willful gross negligence in the course of carrying out his or her or their duties that results in material economic or reputational harm to the City; (iii) Employee's conviction of or plea of guilty or nolo contendere to a felony; or (iv) a material breach by Employee of Section 5(b) of this Agreement, which, if curable, is not cured within thirty days after Employee's receipt of written notice thereof from the City. Termination of Employee's employment shall not be deemed to be for Cause unless Employee has had a reasonable opportunity, to respond to all relevant allegations upon which a contemplated termination for Cause is based.
 - iii. **"Severance Payments"** shall mean (i) a lump sum cash payment, payable on the Termination Date, equal to one year's Base Salary as set forth in Section 3, above.
 - iv. **"Termination Date"** shall mean the date on which Employee's employment hereunder terminates in accordance with this Agreement.
- b. **Termination by Employer for Cause.** In the event that Employee's employment hereunder is terminated by the City for Cause, Employee shall be entitled to receive the Accrued Benefits.
 - c. **Termination Without Cause.** In the event that Employee's employment hereunder is terminated by the City without Cause, Employee shall be entitled to receive the Accrued Benefits and the Severance Payments.
 - d. **Termination Due to Death or Disability.** In the event that Employee's employment hereunder is terminated due to Employee's death or Disability, Employee shall receive the Accrued Benefits.

- e. **Return of City Property.** Upon termination of Employee's employment for any reason or under any circumstances, Employee shall promptly return any and all of the property of the City and any Affiliates (including, without limitation, all computers, keys, credit cards, identification tags, documents, data, confidential information, work product, and other proprietary materials), and other materials.
- f. **Post-Termination Cooperation:** Employee agrees and covenants that, following any Termination, Employee shall, to the extent reasonably requested by the City, cooperate in good faith with the City to assist the City in the pursuit or defense of (except if Employee is adverse with respect to) any claim, administrative charge, or cause of action by or against the City as to which Employee, by virtue of his or her or their employment with the City or any other position that Employee holds that is affiliated with or was held at the request of the City or its Affiliates, has relevant knowledge or information, including by acting as the City's representative in any such proceeding and, without the necessity of a subpoena, providing truthful testimony in any jurisdiction or forum. The City shall reimburse Employee for his or her or their reasonable out-of-pocket expenses incurred in compliance with this Section **Error! Reference source not found.**, including any reasonable travel expenses and reasonable attorneys' fees incurred by Employee and, in the event that Employee is required to spend substantial time on such matters, the City shall compensate Employee at an hourly rate commensurate with their Base Salary. The City shall use reasonable business efforts to provide Employee with reasonable advance written notice of its need for Employee's reasonable cooperation and shall attempt to coordinate with Employee the time and place at which Employee's reasonable cooperation shall be provided with the goal of minimizing the impact of such reasonable cooperation on any other material pre-scheduled business commitment that Employee may have.

6. **Indemnification.**

- a) **Indemnification.** If Employee is made a party, is threatened to be made a party, or reasonably anticipates being made a party, to any Proceeding (as hereinafter defined) by reason of the fact that Employee is or was a director, officer, employee, agent, or representative of the City or is or was serving at the request of the City or any Affiliate, or in connection with his or her or their service hereunder as a director, officer, employee, agent, or representative of an Affiliate, or if any Claim (as hereinafter defined) is made, is threatened to be made, or is reasonably anticipated to be made, that arises out of or relates to Employee's service in any of the foregoing capacities, then Employee shall promptly be indemnified and held harmless to the fullest extent permitted or authorized by any City arrangement, or if greater, by applicable law, against

any and all costs, expenses, liabilities, and losses (including, without limitation, advancement and payment of attorney's and other professional fees and charges, judgments, interest, expenses of investigation, penalties, fines, ERISA excise taxes or penalties, and amounts paid or to be paid in settlement, with such legal fees advanced to the maximum extent permitted by law) incurred or suffered by Employee in connection therewith or in connection with seeking to enforce his or her or their rights under this Section a), and such indemnification shall continue even if Employee has ceased to be a director, officer, employee, agent, or representative of the City or other Person and shall inure to the benefit of his or her or their heirs, executors, and administrators.

b) **Definitions.** For purposes of this Agreement, the following terms shall have the following meanings: "**Affiliate**" of a Person shall mean any Person that directly or indirectly controls, is controlled by, or is under common control with, such Person; "**Claim**" shall mean any claim, demand, request, investigation, dispute, controversy, threat, discovery request, or request for testimony or information; "**Person**" shall mean any individual, corporation, partnership, limited liability company, joint venture, trust, estate, board, committee, agency, body, employee benefit plan, or other person or entity; and "**Proceeding**" shall mean any threatened or actual action, suit, or proceeding, whether civil, criminal, administrative, investigative, appellate, formal, informal, in the Employee's individual capacity or in their official capacity, or other.

7. **Notices.** Any notices under this Agreement must be in writing and delivered personally to the Employee; and if to the City, delivered personally to the City Manager or City Attorney.
8. **Governing Law and Legal Fees.** This Agreement is governed by the laws of Tennessee. If the Employee prevails in a legal action related to this Agreement, the City will reimburse reasonable attorneys' fees and costs.
9. **Amendments.** Changes to this Agreement must be in writing and signed by both parties.
10. **Entire Agreement.** This Agreement represents the entire agreement between the parties and replaces any prior agreements or understandings.
11. **Severability.** It is the desire and intent of the parties hereto that the provisions of this Agreement be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, if any particular provision of this Agreement shall be adjudicated by a court of competent jurisdiction or arbitrator to be invalid, prohibited, or unenforceable for any reason, such provision, as to such jurisdiction, shall be ineffective, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be invalid, prohibited, or unenforceable in such jurisdiction, it shall, as

to such jurisdiction, be so narrowly drawn, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

12. **Acknowledgment.** The Employee acknowledges they have read and understand this Agreement, and that they have had the opportunity to consult with independent legal counsel. Employee agrees to the terms freely and without duress. The City confirms it is fully authorized to enter into and perform this Agreement.
13. **Execution.** This Agreement may be signed in counterparts and delivered electronically, which are considered as valid as original signatures.

City of Millersville, Tennessee

By: _____
Tommy Long, Mayor

Dated: _____

EMPLOYEE

By: _____
Tiffany Lineweaver

Dated: _____

APPROVED AS TO FORM

By: _____
Bryant Kroll, City Attorney

Dated: _____

EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT ("Agreement") is made as of the date it is approved by majority vote of the Board of Commissioners on November 19, 2024, by and between the City of Millersville (the "City"), and Candice Sexton ("Employee").

RECITALS

WHEREAS, the City desires to employ Employee, and Employee desires to be employed by the City, as the City's HR Director/Evidence Custodian.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and conditions herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereby agree as follows:

AGREEMENT

1. **Employment Term.** The City agrees to employ the Employee starting on the Effective Date and ending one year later. After the Employment Term expires, employment continues on an at-will basis unless a new agreement is made. The employment term can end earlier as described in Section 5.
2. **Position and Duties.** The Employee will serve as HR Director/Evidence Custodian performing the duties outlined in the City Charter and any other responsibilities assigned by the City Manager appropriate to the position. The Employee agrees to dedicate their full professional time and effort to their duties with the City. The Employee will comply with all City policies and procedures, including the Code of Conduct and Ethics, unless inconsistent with this Agreement.
3. **Compensation.** The City will pay the Employee an annual salary of \$ ("Base Salary"), provided that nothing in this Agreement shall limit the Employee's entitlement to any raises applicable to the employee that may raise their Base Salary during the Employment Term.
4. **Benefits and Paid Time Off.** The Employee is entitled to participate in health insurance, pension, and other benefit plans available to other full-time City employees. The Employee will receive all fringe benefits and perquisites offered to other full-time City employees. The Employee is entitled to paid time off (PTO), including vacation and sick days, as set forth by the City Charter, ordinances, and/or personnel policies and procedures.
5. **Termination.**
 - a. **General.** The City may terminate Employee's employment for Cause or without Cause, as set forth below. Employee may terminate his or her or their employment at any time for any reason. Upon termination of Employee's employment, Employee shall be entitled to the compensation

and benefits described below to the extent applicable. For purposes of this Agreement, the following terms have the following meanings:

- i. **"Accrued Benefits"** shall mean: (i) accrued but unpaid Base Salary through the Termination Date, payable within thirty days following the Termination Date; (ii) reimbursement for any unreimbursed business expenses incurred through the Termination Date and any expenses incurred through the Termination Date, payable within thirty days following the Termination Date; (v) accrued but unused PTO days according to the City's personnel manual; and (vi) all other payments, benefits, or fringe benefits to which Employee shall be entitled as of the Termination Date under the terms of this Agreement.
 - ii. For **"Cause"** shall mean: (i) Employee's refusal to perform, or repeated failure to undertake good faith efforts to perform, the duties or responsibilities reasonably assigned to Employee, which, if curable, is not cured within thirty days after Employee's written receipt of notice thereof from the City; (ii) Employee's engagement in willful gross misconduct or willful gross negligence in the course of carrying out his or her or their duties that results in material economic or reputational harm to the City; (iii) Employee's conviction of or plea of guilty or nolo contendere to a felony; or (iv) a material breach by Employee of Section 5(b) of this Agreement, which, if curable, is not cured within thirty days after Employee's receipt of written notice thereof from the City. Termination of Employee's employment shall not be deemed to be for Cause unless Employee has had a reasonable opportunity, to respond to all relevant allegations upon which a contemplated termination for Cause is based.
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 - iv. **"Termination Date"** shall mean the date on which Employee's employment hereunder terminates in accordance with this Agreement.
- b. **Termination by Employer for Cause.** In the event that Employee's employment hereunder is terminated by the City for Cause, Employee shall be entitled to receive the Accrued Benefits.
 - c. **Termination Without Cause.** In the event that Employee's employment hereunder is terminated by the City without Cause, Employee shall be entitled to receive the Accrued Benefits and the Severance Payments.

- d. **Termination Due to Death or Disability.** In the event that Employee's employment hereunder is terminated due to Employee's death or Disability, Employee shall receive the Accrued Benefits.
- e. **Return of City Property.** Upon termination of Employee's employment for any reason or under any circumstances, Employee shall promptly return any and all of the property of the City and any Affiliates (including, without limitation, all computers, keys, credit cards, identification tags, documents, data, confidential information, work product, and other proprietary materials), and other materials.
- f. **Post-Termination Cooperation:** Employee agrees and covenants that, following any Termination, Employee shall, to the extent reasonably requested by the City, cooperate in good faith with the City to assist the City in the pursuit or defense of (except if Employee is adverse with respect to) any claim, administrative charge, or cause of action by or against the City as to which Employee, by virtue of his or her or their employment with the City or any other position that Employee holds that is affiliated with or was held at the request of the City or its Affiliates, has relevant knowledge or information, including by acting as the City's representative in any such proceeding and, without the necessity of a subpoena, providing truthful testimony in any jurisdiction or forum. The City shall reimburse Employee for his or her or their reasonable out-of-pocket expenses incurred in compliance with this Section **Error! Reference source not found.**, including any reasonable travel expenses and reasonable attorneys' fees incurred by Employee and, in the event that Employee is required to spend substantial time on such matters, the City shall compensate Employee at an hourly rate commensurate with their Base Salary. The City shall use reasonable business efforts to provide Employee with reasonable advance written notice of its need for Employee's reasonable cooperation and shall attempt to coordinate with Employee the time and place at which Employee's reasonable cooperation shall be provided with the goal of minimizing the impact of such reasonable cooperation on any other material pre-scheduled business commitment that Employee may have.

6. Indemnification.

- a) **Indemnification.** If Employee is made a party, is threatened to be made a party, or reasonably anticipates being made a party, to any Proceeding (as hereinafter defined) by reason of the fact that Employee is or was a director, officer, employee, agent, or representative of the City or is or was serving at the request of the City or any Affiliate, or in connection with his or her or their service hereunder as a director, officer, employee, agent, or representative of an Affiliate, or if any Claim (as hereinafter defined) is made, is threatened to be made, or is reasonably anticipated to be made, that arises out of or relates to

Employee's service in any of the foregoing capacities, then Employee shall promptly be indemnified and held harmless to the fullest extent permitted or authorized by any City arrangement, or if greater, by applicable law, against any and all costs, expenses, liabilities, and losses (including, without limitation, advancement and payment of attorney's and other professional fees and charges, judgments, interest, expenses of investigation, penalties, fines, ERISA excise taxes or penalties, and amounts paid or to be paid in settlement, with such legal fees advanced to the maximum extent permitted by law) incurred or suffered by Employee in connection therewith or in connection with seeking to enforce his or her or their rights under this Section a), and such indemnification shall continue even if Employee has ceased to be a director, officer, employee, agent, or representative of the City or other Person and shall inure to the benefit of his or her or their heirs, executors, and administrators.

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7. **Notices.** Any notices under this Agreement must be in writing and delivered personally to the Employee; and if to the City, delivered personally to the City Manager or City Attorney.
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11. **Severability.** It is the desire and intent of the parties hereto that the provisions of this Agreement be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, if any particular provision of this Agreement shall be adjudicated by a court of competent jurisdiction or arbitrator to be invalid, prohibited, or unenforceable for any reason, such provision, as to such jurisdiction, shall be ineffective, without invalidating the remaining provisions of this Agreement or

affecting the validity or enforceability of such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be invalid, prohibited, or unenforceable in such jurisdiction, it shall, as to such jurisdiction, be so narrowly drawn, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

12. **Acknowledgment.** The Employee acknowledges they have read and understand this Agreement, and that they have had the opportunity to consult with independent legal counsel. Employee agrees to the terms freely and without duress. The City confirms it is fully authorized to enter into and perform this Agreement.
13. **Execution.** This Agreement may be signed in counterparts and delivered electronically, which are considered as valid as original signatures.

City of Millersville, Tennessee

By: _____
Tommy Long, Mayor

Dated: _____

EMPLOYEE

By: _____
Candice Sexton

Dated: _____

APPROVED AS TO FORM

By: _____
Bryant Kroll, City Attorney

Dated: _____