

STATE OF GEORGIA
CITY OF DUNWOODY

RESOLUTION 2013-02-XX

A RESOLUTION TO AUTHORIZE AN AMENDMENT TO THE CITY MANAGER'S
EMPLOYMENT CONTRACT

WHEREAS, The Mayor and City Council appointed Warren Hutmacher as City Manager and Chief Administrative Officer for the City of Dunwoody in November, 2008; and

WHEREAS, Warren Hutmacher has performed his duties as City Manager fully and admirably, and has been a valuable resource as the City continues its operations; and

WHEREAS, Mayor and City Council wish to amend City Manager Warren Hutmacher's employment contract to add a 4% merit increase, increase available vacation days to 20 and increase his car allowance by an additional \$30.00, effective January 1, 2013.

NOW THEREFORE BE IT RESOLVED by the Mayor and City Council of the City of Dunwoody that authority is hereby granted to the Mayor to amend the employment contract for City Manager Warren Hutmacher in accordance with this Resolution.

SO RESOLVED, this ___ day of _____, 2013.

Approved:

Michael G. Davis, Mayor

Attest:

Sharon Lowery, City Clerk
(Seal)

STATE OF GEORGIA
CITY OF DUNWOODY

FOURTH AMENDMENT TO EMPLOYMENT AGREEMENT

THIS AMENDMENT (“4th Amendment”) is made and entered into this ___ day of _____, 2013, by and between the **City of Dunwoody, Georgia**, a municipal body politic and corporate, hereinafter designated “Employer,” and Warren A. Hutmacher, hereinafter designated “Employee,” the City Manager of the City of Dunwoody, Georgia.

WITNESSETH:

WHEREAS, Employer and Employee executed an Employment Agreement on October 20, 2008 for Employee’s services as the City Manager of the City of Dunwoody, Georgia; and

WHEREAS, Paragraph 3 of the Employment Agreement sets the salary of the Employee at \$145,000.00 and provides for increases of compensation on an annual basis; and

WHEREAS, pursuant to previous Amendments to the Employment Agreement, Employee’s current salary is \$159,832.92; and

WHEREAS, pursuant to adopted Resolution 2013-02-___, adopted on February 25, 2013, the Mayor and City Council authorized the Mayor to amend said Employment Agreement and previous Amendment to provide for a 4% merit increase, along with other provisions, effective January 1, 2013.

NOW, THEREFORE, the parties hereto agree as follows:

1. Section 3A of the Employment Agreement herein referenced is hereby amended in its entirety to read as follows:

“Base Salary: Employer agrees to pay Employee an annual base salary of \$166,226.23, payable in installments in accordance with the Employer’s usual payroll practices for other management employees of the Employer.”

2. Section 5 (“Vacation and Sick Leave”) of the Employment Agreement herein referenced is hereby amended in its entirety to read as follows:

“Employee shall accrue sick leave hours pursuant to the Policy set in the City’s Employee Handbook and accrue 160 vacation hours (20 days) per calendar year. The employee shall accrue and carry forward all unused vacation leave but not sick leave hours on an annual basis up to a maximum of 120 vacation hours (15 days), carried forward into any year and under the same procedures as provided to other employees of Employer.”

3. Section 6A (“Automobile”) of the Employment Agreement herein referenced is hereby further amended in its entirety to read as follows:
 “The Employee’s duties require exclusive and unrestricted use of an automobile. The Employer agrees to pay to the Employee, during the term of this Agreement and in addition to other salary and benefits herein provided, the sum of \$630.00, payable each month (on the 15th of each month), as a vehicle allowance to be used to purchase, lease, or own, operate and maintain a vehicle. The Employee shall be responsible for paying for liability, property damage, and comprehensive insurance coverage upon such vehicle and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle.”
4. All other provisions of the Employment Agreement referenced hereto are hereby retained and continued in full force and effect as if restated in their entirety herein. This Fourth Amendment to Employment Agreement hereby rescinds any conflicting provisions of the Employment Agreement or any other previous Amendment(s) therefor.
5. This Fourth Amendment to Employment Agreement shall be effective as of January 1, 2013.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as an original by their authorized representative, on this _____ day of _____, 20____.

**CITY OF DUNWOODY, GEORGIA
 AS EMPLOYER**

BY: _____
 Mayor

**WARREN A. HUTMACHER
 AS EMPLOYEE**

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney Signature