

**STATE OF GEORGIA  
CITY OF DUNWOODY**

**RESOLUTION 2019-XX-XX**

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

**WHEREAS,** the Mayor and City Council appointed George Eric Linton as City Manager and Chief Administrative Officer for the City of Dunwoody in December, 2014; and

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

**WHEREAS,** the Mayor and City Council wish to amend City Manager George Eric Linton’s employment contract as attached hereto and incorporated herein by reference, effective January 1, 2020.

**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 George Eric Linton in accordance with this Resolution.

**SO RESOLVED,** this 18<sup>th</sup> day of November, 2019.

Approved:

\_\_\_\_\_  
Denis L. Shortal, Mayor

Attest:

\_\_\_\_\_  
Sharon Lowery, City Clerk  
(SEAL)

**STATE OF GEORGIA  
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**FIFTH AMENDMENT TO EMPLOYMENT AGREEMENT**

THIS AMENDMENT (“5th Amendment”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the **City of Dunwoody, Georgia**, a municipal body politic and corporate, hereinafter designated “Employer,” and George Eric Linton, hereinafter designated “Employee,” the City Manager of the City of Dunwoody, Georgia.

WITNESSETH:

WHEREAS, Employer and Employee executed an Employment Agreement in December 2014, for Employee’s services as the City Manager of the City of Dunwoody, Georgia; and

WHEREAS, Section 2A of the Employment Agreement sets the salary of the Employee at ONE HUNDRED NINETY-EIGHT THOUSAND FOUR HUNDRED THIRTY-TWO DOLLARS AND NO CENTS (\$198,432.00) and provides for increases of compensation on an annual basis; and

WHEREAS, Section 9 of the Employment Agreement details the Health, Dental, Life and Disability Insurance benefits; and

WHEREAS, pursuant to adopted Resolution 2019-XX-XX, adopted on December XX, 2019, the Mayor and City Council authorized the Mayor to amend said Employment Agreement as provided herein, effective January 1, 2020.

NOW, THEREFORE, the parties hereto agree as follows:

1. Section 2A of the Employment Agreement herein referenced is hereby amended in its entirety to read as follows:

“For the performance of services pursuant to this Agreement, commencing on January 1, 2020, the City agrees to pay the City Manager an annual base salary of TWO HUNDRED ONE THOUSAND FOUR HUNDRED EIGHT DOLLARS AND 48/CENTS (\$201,408.48) payable in installments on the same schedule as other City employees are paid. Commencing March 12, 2020, City agrees to increase the City Manager’s annual base salary to TWO HUNDRED FIVE THOUSAND SIX HUNDRED THIRTY EIGHT DOLLARS AND 05/CENTS (\$205,638.05) payable in similar installments.”

2. Section 9 of the Employment Agreement herein referenced is hereby amended by adding Subsection D to read as follows:

If Employee terminates employment with Employer, or is terminated without cause by Employer, after reaching age 55, or after 10 years of employment with the City, whichever occurs first, Employee and his spouse and dependent children may continue to participate in the same medical benefit plan that is offered by Employer to its active employees, as such plan is modified by the terms of this Employment Agreement (the “Medical Plan”), until the earlier of (i) the date Employee becomes eligible for Medicare

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due to Employee's age or disability, or (ii) the date Employee becomes eligible for group medical coverage through another employer (the "Termination Date"). Employee shall pay the full cost of the premiums attributable to Employee's, and Employee's spouse and dependent children's, participation in the Medical Plan.

If Employee becomes eligible to participate in the Medical Plan pursuant to the terms of this Section, but is subsequently disqualified from coverage because Employee is eligible for group medical coverage through another employer, Employee and Employee's spouse and dependent children shall remain eligible to rejoin the Medical Plan in the event that Employee leaves such employment and Employee (i) is not eligible for group medical coverage through that or another employer, or (ii) Employee is not eligible for Medicare due to Employee's age or disability.

Employee shall be fully vested in the Medical Plan benefits provided for in this Employment Agreement, and Employee's entitlement to such benefits may not be amended or terminated without Employee's express written consent. For the avoidance of doubt, Employee's right to participate in the Medical Plan as provided under the terms of this Employment Agreement is not subject to any reservation of rights provisions in Employer's benefit plan documents, and Employer shall amend its benefit plan documents, including all applicable insurance contracts, as necessary to reflect the terms of this Employment Agreement.

3. All other provisions of the Employment Agreement referenced hereto, as well as any previously non-conflicting amendments to same, are hereby retained and continued in full force and effect as if restated in their entirety herein. This Fifth Amendment to Employment Agreement hereby rescinds any conflicting provisions of the Employment Agreement.
4. This Fifth Amendment to Employment Agreement shall be effective as of January 1, 2020.

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 \_\_\_\_\_, 2019

**CITY OF DUNWOODY, GEORGIA  
AS EMPLOYER**

**BY:** \_\_\_\_\_  
Denis L. Shortal, Mayor

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**GEORGE ERIC LINTON  
AS EMPLOYEE**

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George Eric Linton, City Manager

**ATTEST:**

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Sharon Lowery, City Clerk

**APPROVED AS TO FORM:**

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City Attorney's Office