



southburlington
VERMONT

September 8, 2015

Kevin Dorn
88 Beech Street
Essex Junction, VT 05452

Re: Employment Agreement
City Manager, South Burlington, Vermont

Dear Kevin,

I am writing on behalf of the South Burlington City Council to offer you continued employment in the position of City Manager, as provided for in the City of South Burlington Charter. The specific terms of this offer are as follows:

1. Your employment as City Manager will continue upon your acceptance of this offer and the Council's ratification thereof at a regular or special Council meeting. Your term as City Manager will be indefinite, subject to the terms of this offer. The terms specified in this offer, if accepted by you, will be in effect from July 1, 2015 through June 30, 2018, and constitute your employment agreement for the specified period.
2. You are being offered annual salaries during the three years covered by this offer as follows;
 - July 1, 2015 - June 30, 2016 -- \$122,000
 - July 1, 2016 - June 30, 2017 -- \$124,440
 - July 1, 2017 - June 30, 2018 -- \$126,929
3. The Council may terminate your employment at any time, without cause, upon such written notice as it deems appropriate, setting forth in such notice the date on which you shall be suspended from further performance of duties as Manager and the effective date of your termination. If termination under this provision is effective on or before June 30, 2018, you will be provided a severance payment equal to nine (9) months' salary to be paid within thirty (30) days of the effective date of your termination.
4. Section 906(a) of the South Burlington City Charter and 24 V.S.A. §1233 set forth the rights and obligations of the Council and the Manager for termination of the Manager's employment. The termination procedures and benefits set forth in paragraph 3 of this agreement are offered in lieu of those specified in Section 906 and constitute the sole and exclusive procedure for and benefits available to you should the Council decide to terminate your employment without cause. Your acceptance of this offer will signify that you have reviewed Section 906 of the South Burlington City Charter and 24 V.S.A. §1233 and you waive any procedural rights or benefits you may have had under such provisions concerning termination without cause.

5. The Council may terminate your employment at any time for just cause, as that term is defined under Vermont law and taking into consideration the interests of the City. Prior to and in connection with termination under this provision, you will be provided all due process rights granted under the U.S. and Vermont constitutions, as well as the rights granted by Section 906(b) of the South Burlington City Charter and 24 V.S.A. §1233.

6. In addition to the salary specified above, the City is offering to make annual contributions to an ICMA 457b Deferred Compensation/Pension plan as follows:

- July 1, 2015 – June 30, 2016, 11% of your salary, provided you make a minimum contribution of 4% of your salary.
- July 1, 2016 – June 30, 2017, 12% of your salary, provided you make a minimum contribution of 5% of your salary.
- July 1, 2017 – June 30, 2018, 13% of your salary, provided you make a minimum contribution of 6% of your salary.

7. You will be awarded five (5) weeks and two (2) days of vacation per annum (fiscal year) effective on July 1, each year. . A week of vacation is the equivalent of five (5) days. You may accrue vacation to a maximum of one hundred and four (104) days. Upon separation from employment for any reason other than termination for just cause, you will be paid for your accrued vacation at a per diem rate determined as follows: annual salary divided by 260 days.

8. Dutiful performance of the responsibilities of City Manager routinely requires work beyond what can be accomplished within a conventional eight (8) hour workday or forty (40) hour workweek. Also, attendance at night meetings is an expected and required component of the City Manager's responsibilities, though attendance may, on limited occasions, be excused for significant cause, such as observance of religious holidays. The salary and other benefits in this offer constitute the full monetary compensation to be paid by the City for your performance of your required duties. It is expressly understood that additional compensation in the form of compensatory time will not be provided. Some flexibility in schedule will be allowed to offset meetings that extend beyond normal work hours.

9. You will be eligible to participate in the health insurance plan(s) offered to and on the same terms and conditions as other City employees. However, you may continue your enrollment in the State of Vermont plan available to you. Should you choose the State of Vermont plan, the City will directly pay all premiums on your behalf for coverage under the State of Vermont Medical and Dental plans.

10. You will accrue sick leave at the rate of 1.5 days per month. You may accumulate no more than seventy-five (75) days of sick leave. Upon any separation from employment the City will pay for unused sick leave at the per diem rate set forth in Paragraph 7 above.

11. The City will purchase and maintain in effect during your term as Manager a term life insurance policy (or policies) providing in the aggregate coverage of seven hundred and fifty thousand dollar (\$750,000), the beneficiary of which you shall determine, if such a policy (or policies) can be purchased under a group plan.

12. The City will pay your annual ICMA and VTCMA membership dues. It will also pay for the reasonable costs of your attendance (i.e., registration, travel, lodging and meals) at one (1) ICMA and

two (2) VTCMA conferences each year. The City will pay for other conferences, seminars and meetings upon review and approval by the Council.

13. You will have access to a City vehicle for your use. The City will also reimburse you for City-related travel you perform using your own vehicle. Reimbursement will be provided at a rate established by the Council for such travel performed by City employees.

14. You will be provided a cell phone and service through the City's plan. You will make your cell phone number available to City Council members and all City department heads.

15. The Council has adopted, and from time-to-time amends, Personnel Rules and Regulations for City employees. As a City employee, you will be subject to and have the benefits of the Personnel Rules and Regulations. To the extent the terms of this offer are in conflict or are inconsistent with the Personnel Rules and Regulations, as most recently amended, the terms of this offer shall control.

16. The Council has entered into and periodically renegotiates a Collective Bargaining Agreement with its City Hall bargaining unit, the most recent version being in effect for the period July 1, 2012- June 30, 2015 ("Bargaining Agreement"). Employees subject to the Bargaining Agreement are provided identified insurance, retirement and health club benefits. To the extent any specific benefit in the Bargaining Agreement is not provided for or addressed by this offer, it will be available to you on the same terms it is available to members of the bargaining unit.

This letter sets forth the full and complete terms of the Council's offer to continue to employ you as City Manager. Any matter, whether previously discussed or not between the Council and you, that is not specifically contained in this letter is not part of this offer. If the terms of this offer are acceptable to you, please sign on the line provided below and return the signed letter to me.

In closing, I can say that the Council is pleased to make this offer and looks forward to continuing its work with you.

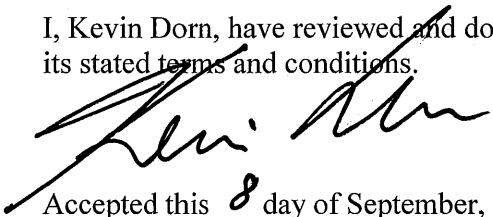
Sincerely,



Pat Nowak, Chair
South Burlington City Council

ACCEPTANCE OF OFFER

I, Kevin Dorn, have reviewed and do hereby accept the offer of employment set forth above according to its stated terms and conditions.



Accepted this 8 day of September, 2015

