

**STATE OF GEORGIA  
CITY OF DUNWOODY**

**RESOLUTION 2015-12-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,** 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, 2016.

**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 Georgia Eric Linton in accordance with this Resolution.

**SO RESOLVED,** this 14<sup>th</sup> day of December, 2015.

Approved:

\_\_\_\_\_  
Michael G. Davis, Mayor

Attest:

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

STATE OF GEORGIA  
CITY OF DUNWOODY

**FIRST AMENDMENT TO EMPLOYMENT AGREEMENT**

THIS AMENDMENT (“1<sup>ST</sup> Amendment”) is made and entered into this 14<sup>th</sup> day of December, 2015, 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 \$171,000.00 and provides for increases of compensation on an annual basis; and

WHEREAS, pursuant to adopted Resolution 2015-12-\_\_\_, adopted on December 14, 2015, the Mayor and City Council authorized the Mayor to amend said Employment Agreement as provided herein, effective January 1, 2016.

NOW, THEREFORE, the parties hereto agree as follows:

1. Section 4A of the Employment Agreement herein referenced is hereby amended in its entirety to read as follows:

“The City Manager is required to be on call for twenty-four hour service. In recognition thereof the City Manager shall receive and be entitled to an Automobile Allowance in the amount of \$650.00 per month as reimbursement for use of his personal vehicle to conduct City business. The City shall reimburse the City Manager at the IRS standard mileage rate for any business use of the vehicle beyond the greater Atlanta area. For purposes of this section, use of the car within the greater Atlanta area is defined as travel within a 50 mile radius of the Dunwoody City Hall.”

2. Sections 7A and 7B of the Employment Agreement herein referenced are hereby amended to read as follows:

- A. “Upon execution of this Agreement and again annually on January 1<sup>st</sup> of each year, the City Manager shall receive twenty (20) days of vacation leave. The City Manager may accumulate vacation leave from year to year throughout his employment without limitation and shall accrue vacation leave at the same schedule as all other employees of the City and outlined in the Dunwoody Employee Handbook.”

- B. “Upon execution of this Agreement and again annually on January 1<sup>st</sup> of each year, the City Manager shall receive ten (10) day of sick leave. The City Manager may accumulate sick leave from year to year throughout his employment without limitation and shall accrue sick leave at the same schedule as all other employees of the City and outlined in the Dunwoody Employee Handbook.”
3. The Employment Agreement is hereby further amended by revising Section 10 in its entirety to read as follows:
- “The City Manager shall participate in the Retirement program pursuant to the City’s Retirement Plan(s) as other employees of the City; except the City shall contribute an additional four percent (4%) to the City Manager’s retirement plan and the City Manager shall be fully vested in the City’s Retirement Plan(s) upon execution of this agreement and immediately eligible to participate. The Mayor and City Council may, by majority vote, create additional retirement plan options for the City Manager as may be or become available and in the sole discretion of the City.”
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 First Amendment to Employment Agreement hereby rescinds any conflicting provisions of the Employment Agreement.
5. This First Amendment to Employment Agreement shall be effective as of January 1, 2016.

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 14<sup>th</sup> day of December, 2015.

**CITY OF DUNWOODY, GEORGIA  
AS EMPLOYER**

**BY:** \_\_\_\_\_  
Michael G. Davis, Mayor

**GEORGE ERIC LINTON  
AS EMPLOYEE**

\_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney's office